

# **EXHIBIT F**

Civil Action No. 20-cv-08905-CS  
Affirmation of David K. Fiveson, Esq.

Page 1

1           UNITED STATES DISTRICT COURT  
2           SOUTHERN DISTRICT OF NEW YORK

4 ----- x  
5 IN RE : :  
6 :  
7 RS OLD MILL, LLC, : Case No.  
8 Debtor. : 17-22218 (RDD)

12 DEPOSITION OF DAVID FLEISCHMANN  
13 New York, New York  
14 July 15, 2019  
15 1:00 p.m.

22      Reported by:  
          Maureen Ratto, RPR, CCR

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\* \* \*

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3           Deposition of David Fleischmann,  
4 held at the offices of Wilson Elser  
5 Moskowitz Edelman & Dicker, LLP, 150  
6 East 42nd Street, New York, New York,  
7 10017 pursuant to notice, before  
8 Maureen Ratto, Certified Court  
9 Reporter, License No. XI01165,  
10 Registered Professional Reporter,  
11 License No. 817125, and Notary Public.

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Page 3

1 A P P E A R A N C E S :

2

3 Counsel for Suffern Partners:

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10

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1 A P P E A R A N C E S , continued:

2

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1 A P P E A R A N C E S , continued:

2

3 Former Counsel to the Debtor:

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5 369 Lexington Avenue

6 New York, New York 10017

7 (212) 695-6007

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18 MARK ANESH, ESQ. (Telephonically)

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21

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23

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1 A P P E A R A N C E S :

2

3 Counsel for RS Old Mill and Yehuda

4 Salomon:

5 LEVINE & ASSOCIATES, P.C.

6 15 Barclay Road

7 Scarsdale, New York 10583

8 (914) 600-4288

9 BY: MICHAEL LEVINE, ESQ.

10 ml@LevLaw.org

11

12 ALSO PRESENT:

13 MATTHEW BEBE, ESQ., (Telephonically)

14 CPIF Lending

15 NICHOLAS KACUBA, Hahn & Hessen, LLP

16 KYLE S. BUCHOFF, U.S. Trustee's Office

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1 DAVID FLEISCHMANN, having been first  
2 duly sworn according to law by the  
3 Officer, testifies as follows:

4 DIRECT EXAMINATION BY MR. GRABLE:

5 MR. GRABLE: Good afternoon,  
6 Mr. Fleischmann. My name is Stephen  
7 Grable. I'm with the law firm Hahn  
8 & Hessen LLP and we represent  
9 Suffern Partners, LLC. Thank you  
10 for coming this afternoon.

11 I'm just going to walk around  
12 the room and ask everybody to just  
13 give their appearance so that we  
14 know who is here. We do have on the  
15 phone Michael Bebe, who is  
16 listening, of CPIF Lending.

17 Again, my name is Stephen  
18 Grable. I have with me my  
19 colleague, Nick Kacuba,  
20 K-a-c-u-b-a.

21 MR. LEVINE: Michael Levine,  
22 representing RS Old Mill and Yehuda  
23 Salomon.

24 MR. BUCHOFF: Kyle Buchoff,  
25 intern with the U.S. Trustee's

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1                   Office.

2                   MR. RADOS: Christopher Rados,  
3                   for Thomas Landrigan.

4                   MS. O'TOOLE: Maryann O'Toole,  
5                   Chapter 7 Trustee.

6                   MR. LaMONICA: Salvatore  
7                   LaMonica, attorney for the Chapter  
8                   7 Trustee.

9                   MR. PICK: Douglas Pick,  
10                  former counsel to the Debtor.

11                  MS. MA: Tina Ma, from Wilson  
12                  Elser, on behalf of  
13                  Mr. Fleischmann.

14                  MR. FRANCOEUR: Joseph  
15                  Francoeur, Wilson Elser, on behalf  
16                  of Mr. Fleischmann.

17                  Did somebody just join the  
18                  call?

19                  MR. ANESH: Yes. Mark Anesh,  
20                  Lewis Brisbois.

21                  MR. FRANCOEUR: We're all  
22                  here. Stephen Grable is about to  
23                  start the questioning.

24                  MR. GRABLE: First, I just  
25                  want to note for the record that

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1           Michael Levine did file a notice of  
2           appearance today on behalf of two  
3           individuals or entities; one being  
4           the Debtor RS Old Mill; the other  
5           being an individual named Yehuda  
6           Salamon, who is the principal of RS  
7           Old Mill.

8           The parties have not yet had  
9           an opportunity to challenge that  
10          appearance, challenge the fact that  
11          there is very much indeed a  
12          conflict between representing the  
13          Debtor and representing the  
14          Debtor's principal and I do believe  
15          that is an issue that will be  
16          addressed in due course.

17          Nonetheless, Mr. Levine is  
18          welcome to listen in today and I do  
19          not have an issue with that.

20          MR. LEVINE: I intend to  
21          cross.

22          MR. FRANCOEUR: There is no  
23          questioning other than by  
24          Mr. Grable and the Trustee's  
25          counsel.

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1 MR. LEVINE: I disagree.

2 MR. FRANCOEUR: You can  
3 disagree all you want.

4 MR. LEVINE: You are not going  
5 to allow me ask questions, and I  
6 want to put that on the record.

7 MR. FRANCOEUR: You can make  
8 whatever record you want.

9 MR. LEVINE: I intend to  
10 cross-examine.

11 MR. FRANCOEUR: That's very  
12 nice.

13 MR. GRABLE: Just a few more  
14 preliminaries. This deposition is  
15 proceeding pursuant to my subpoena  
16 in a Chapter 7 contested matter. I  
17 am, in fact, the only individual  
18 who is a party to that contested  
19 matter, the only party that has  
20 filed papers in support of that  
21 motion to approve a sale.

22 This is my subpoena and there  
23 is a Court Order that says that  
24 myself, as well as the Chapter 7  
25 Trustee and her counsel are to take

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1 DAVID FLEISCHMANN

2 this deposition today.

3 So I anticipate that questions  
4 may be coming certainly from myself  
5 as well as by the Chapter 7 Trustee  
6 and I also agree that no other  
7 party in this room has a right to  
8 ask any questions today.

9 If you'd like to depose  
10 Mr. Fleischmann, serve a subpoena.  
11 That's my suggestion.

12 MR. LEVINE: Thank you. I  
13 intend to cross-examine.

14 BY MR. GRABLE:

15 Q. With that, just a couple of  
16 groundrules. First of all,  
17 Mr. Fleischmann, could you just state  
18 your name for the record and your  
19 business address?

20 A. David Fleischmann, 2233  
21 Nostrand Avenue, third floor, Brooklyn,  
22 New York, 11210.

23 Q. Couple of groundrules very  
24 quick. Number one, obviously, I have a  
25 court reporter sitting to your right. She

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1                   DAVID FLEISCHMANN  
2 will be transcribing the deposition. It's  
3 important that everything be said  
4 verbally so a nod of the head cannot be  
5 recorded. So we need answers in yes or  
6 no.

7                   A.     Understood.

8                   Q.     Number two, if there is a  
9 question I ask that you don't understand,  
10 please just ask me to clarify or let me  
11 know you don't understand. Otherwise, if  
12 you answer a question it will be assumed  
13 that you understood the question. Okay?

14                  A.     Okay.

15                  Q.     Number three, one person talks  
16 at a time. Very important for the benefit  
17 of the reporter. As is clear, there are  
18 a lot of parties in the room today. I  
19 expect there may be some objections  
20 lodged on the record. It's just important  
21 that we try not to speak over each other  
22 and that's true as to you and myself as  
23 well. Okay?

24                  A.     Okay.

25                  Q.     Number four, I would ask that

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1                   DAVID FLEISCHMANN  
2 you answer any questions that are posed  
3 to you, unless your counsel directs you  
4 not to answer the question. And we'll  
5 work through those issues as we go but,  
6 generally speaking, absent a privilege or  
7 some other reason directed by your  
8 counsel you do need to answer the  
9 questions asked today.

10                  And number five, I guess, if  
11 you need a break at any point just let me  
12 know and we'll take a break. You know,  
13 we're not here to make you tired, we're  
14 here to get your truthful answers and  
15 understand certain facts, just let me  
16 know and we'll work through that.

17                  MR. FRANCOEUR: Just before  
18 you begin, on an issue of  
19 privilege, my office received  
20 several documents indicating that  
21 privilege on behalf of your client,  
22 Suffern and other parties,  
23 Bridgewater, Reisman have waived  
24 their privilege. We're operating  
25 that all of those waivers are

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1 DAVID FLEISCHMANN

2 effective.

3 To the extent they're not  
4 we'll reserve our rights in the  
5 future, but it's our understanding  
6 that any privilege by Suffern and  
7 related entities has been waived  
8 and we are proceeding with that  
9 understanding.

10 MR. LEVINE: Are you saying  
11 Bridgewater and Suffern are  
12 related?

13 MR. FRANCOEUR: I'm sorry?

14 MR. LEVINE: Are you saying  
15 Bridgewater and Suffern are  
16 related?

17 MR. GRABLE: Mr. Levine,  
18 you're not asking questions here  
19 and Mr. Francoeur is not under  
20 oath. This is my deposition.  
21 Mr. Freancoeur asked me a question.  
22 I'm happy to answer it.

23 MR. LEVINE: We haven't seen  
24 any waivers and we reserve our  
25 right to object to them, if

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1 DAVID FLEISCHMANN

2 necessary.

3 MR. GRABLE: Waivers were  
4 provided by my office on behalf of  
5 Suffern Partners and various  
6 related individuals and entities.  
7 Those are absolutely accurate,  
8 correct, in force for purposes of  
9 this deposition. I confirm that,  
10 you've seen that and there is no  
11 issue there.

12 MR. LEVINE: Who supplied  
13 waivers?

14 MR. LaMONICA: I'd like to  
15 know who gave the waivers.

16 MR. GRABLE: So waivers were  
17 given on behalf of the following  
18 individuals and entities; Suffern  
19 Partners LLC, North 14th Street  
20 Realty Associates, LLC, RSOM Corp.,  
21 Goldie Reisman, Moses Reisman,  
22 Bridgewater Capital Partners, LLC  
23 Isaac Genuth, and Mark Yunger, and  
24 copies have been provided to Mr.  
25 Francoeur as well as to the Chapter

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1 DAVID FLEISCHMANN

2 7 Trustee's office by e-mail.

3 BY MR. GRABLE:

4 Q. Mr. Fleischmann, are you on  
5 any medications or other substances that  
6 might affect your ability to testify  
7 truthfully today?

8 A. No.

9 Q. I just want to run through  
10 your background real quick.

11 You're an attorney licensed to  
12 practice law?

13 A. Correct.

14 Q. In the State of New York?

15 A. Yes.

16 Q. Are you familiar with the  
17 Debtor RS Old Mill, LLC?

18 A. Yes.

19 Q. And how are you familiar with  
20 RS Old Mill, LLC?

21 A. Pursuant to this lawsuit.

22 Q. Were you involved in a  
23 transaction that occurred around  
24 September, 2017 concerning certain  
25 property in Rockland County, New York?

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1 DAVID FLEISCHMANN

2 A. Yes.

3 Q. Who did you represent in  
4 connection with that transaction?

5 A. Suffern Partners, Goldie  
6 Reisman.

7 Q. Did you represent North 14th  
8 Street Realty, LLC?

9 A. I believe so.

10 Q. Do you know an individual by  
11 the name of Moses Reisman?

12 A. Yes.

13 MR. LEVINE: Objection to the  
14 leading questions.

15 Q. And the name RSOM Corp.?

16 A. I believe so.

17 Q. I just wanted to get a general  
18 sense of the structure of that  
19 transaction.

20 Are you aware of a purchase of  
21 sale agreement between an entity called  
22 Novartis and RS Old Mill, LLC?

23 A. Yes.

24 Q. Mr. Fleischmann, I'm going to  
25 be marking several documents and they're

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1                   DAVID FLEISCHMANN  
2 going to be shown to you. Many of these  
3 are just for background purposes and just  
4 as a point of reference to ask you some  
5 questions. I'm hopeful that we'll work  
6 through them fairly quickly. All right?

7                   (Fleischmann Exhibit 1,  
8                   Agreement of Sale, dated November  
9                   28, 2016, was received and marked  
10                  on this date for identification.)

11                  (Fleischmann Exhibit 2,  
12                  Agreement of Assignment, dated  
13                  November 29, 2016 was received and  
14                  marked on this date for  
15                  identification.)

16                  (Fleischmann Exhibit 3,  
17                  Contract of Sale was received and  
18                  marked on this date for  
19                  identification.)

20                  Q.     Mr. Fleischmann, just take a  
21 minute and thumb through those documents  
22 while the other counsel are waiting for  
23 them.

24                  (Deponent reviews the  
25 document.)

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1 DAVID FLEISCHMANN

2 Q. Are you ready, Mr.  
3 Fleischmann?

4 A. Yes.

5 Q. I put before you three  
6 documents, the first one identified as  
7 Fleischmann 1 is an Agreement of Sale  
8 dated as of November 28, 2016. Do you see  
9 that?

10 A. Yes.

11 Q. And second one is an Agreement  
12 of Assignment, entered into the 29th day  
13 of November, 2016. Do you see that?

14 A. Yes.

15 Q. And Fleischmann 3 is a  
16 Contract of Sale between RS Old Mills RD,  
17 LLC and Suffern Partners, LLC, dated  
18 December 16, 2016. Do you see that?

19 A. Yes.

20 Q. Have you seen these documents  
21 before today?

22 A. I think so, yes.

23 Q. Turning to Fleischmann 1, do  
24 you understand this document to be an  
25 Agreement of Sale of certain property

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1 DAVID FLEISCHMANN  
2 from Novartis Corporation to RS Old Mill,  
3 LLC?

4 MR. LEVINE: Objection to the  
5 leading question.

6 A. It appears to be.

7 Q. Were you involved in this  
8 transaction in November, 2016?

9 A. Yes.

10 Q. And what was your involvement  
11 in November, 2016?

12 A. I represented Suffern  
13 Partners, which took title to this  
14 property.

15 Q. If you can turn to page 4 of  
16 the Section 2.2 states Purchase Price. Do  
17 you see that?

18 A. Yes.

19 Q. It reads the, "Aggregate  
20 purchase price for the property is \$18  
21 million." Do you see that?

22 A. Yes.

23 Q. Are you familiar with a \$18  
24 million purchase price for certain  
25 property from Novartis to RS Old Mill,

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1 DAVID FLEISCHMANN

2 LLC?

3 A. Yes.

4 Q. And Section 2.3 talks about a  
5 sum of \$2.5 million being paid into an  
6 escrow agent. Did you have any  
7 involvement with that transaction?

8 A. I did not, no.

9 Q. Thank you. If you can turn to  
10 page 32 of the document, there is a  
11 signature below RS Old Mill, LLC, it says  
12 Yehuda Salamon. Are you familiar with  
13 Mr. Salamon?

14 A. Yes.

15 Q. And what is Mr. Salamon's  
16 relationship to this transaction, if you  
17 know?

18 A. It says here that he's a  
19 manager of RS Old Mill, LLC.

20 Q. Have you ever met Yehuda  
21 Salamon?

22 A. I don't recall.

23 Q. Let's turn to Fleischmann 2.  
24 Have you seen this document before,  
25 Mr. Fleischmann?

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1 DAVID FLEISCHMANN

2 A. I believe so.

3 Q. Do you understand this to be  
4 an assignment dated November 29, 2016  
5 from an entity called RS Old Mill, LLC to  
6 RS Old Mills RD, LLC?

7 MR. LEVINE: Objection to the  
8 leading question.

9 A. Yes.

10 Q. If you can turn to the last  
11 page of that document, who is the  
12 assignor on this document?

13 A. It says assignor is RS Old  
14 Mill, LLC, signed by Yehuda Salamon.

15 Q. And the assignee?

16 A. RS Old Mills RD LLC and it's  
17 signed by Avroham Kaufman.

18 Q. Do you know Avroham Kaufman?

19 A. Not that I recall.

20 Q. You've never met Mr. Kaufman?

21 A. I'm not sure. I don't think  
22 so.

23 Q. Do you know whether or not  
24 Avroham Kaufman is the brother-in-law of  
25 Yehuda Salamon?

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1 DAVID FLEISCHMANN

2 A. I've been told that but I  
3 don't know that firsthand.

4 MR. FRANCOEUR: Don't guess.

5 THE WITNESS: Okay.

6 Q. Turning to Fleischmann 3, a  
7 Contract of Sale, this is a Contract of  
8 Sale dated December 16, 2016, from RS Old  
9 Mills Road, LLC to Suffern Partners, LLC.

10 You said you've seen this  
11 document before?

12 A. I believe so.

13 Q. If you can turn to page 18 of  
14 this document, who signed for the seller?

15 A. It's RS Old Mills RD LLC  
16 signed by Avroham Kaufman.

17 Q. And the purchaser is unsigned  
18 but are you familiar with the name Goldie  
19 Reisman?

20 A. Yes.

21 Q. And she was, indeed, your  
22 client, correct?

23 A. Correct.

24 Q. Is Ms. Reisman an principal of  
25 Suffern Partners, LLC?

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1 DAVID FLEISCHMANN

2 A. Yes.

3 Q. Strike that question.

4 Was Ms. Reisman a principal of  
5 Suffern Partners, LLC when you were  
6 involved in this transaction?

7 A. Yes.

8 Q. If you can just turn back to  
9 the third page of the document, it's  
10 actually page 1. Sorry. Thanks. Section 2  
11 identifies a purchase price for this  
12 transaction, and if you turn to the next  
13 page, between that page and the next page  
14 there is two numbers, there is a \$2.5  
15 million number and a \$27,500,000 number,  
16 for a total of \$30 million.

17 Were you involved in a  
18 transaction where RS Old Mills Road, LLC  
19 sold certain property to Suffern Partners  
20 LLC?

21 A. I was.

22 Q. And was the price of that sale  
23 \$30 million?

24 A. I believe so.

25 Q. On that same page, page 2 of

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1 DAVID FLEISCHMANN

2 the document, there is a provision that  
3 says "down payment in escrow."

4 Have you ever heard of the  
5 entity Riverside Abstract?

6 A. Yes.

7 Q. Were they involved in this  
8 transaction?

9 A. They were the title agent.

10 Q. They were the title agent for  
11 what purpose?

12 A. To issue title insurance.

13 Q. And who were they the title  
14 agent for?

15 A. I don't remember the  
16 underwriter's name.

17 (Fleischmann Exhibit 4,  
18 Bargain and Sale Deed from Novartis  
19 Corporation to RS Old Mill, LLC,  
20 September 1, 2017, was received and  
21 marked on this date for  
22 identification.)

23 (Fleischmann Exhibit 5,  
24 Bargain and Sale Deed from RS Old  
25 Mill, LLC to RS Old Mills RD LLC,

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1 DAVID FLEISCHMANN

2 dated as of September 5, 2017, was  
3 received and marked on this date  
4 for identification.)

5 (Fleischmann Exhibit 6,  
6 Bargain and Sale Deed from RS Old  
7 Mills RD, LLC to Suffern Partners  
8 LLC, September 5, 2017, was  
9 received and marked on this date  
10 for identification.)

11 Q. Mr. Fleischmann, if you can  
12 just take a moment to peruse those three  
13 documents I put in front of you?

14 (Deponent reviews the  
15 documents.)

16 Q. Mr. Fleischmann, I put in  
17 front of you three documents.

18 Fleischmann 4 is a recording  
19 cover sheet and Bargain and Sale Deed  
20 from Novartis Corporation to RS Old Mill,  
21 LLC dated as of September 1, 2017.

22 Fleischmann 5 is a recording  
23 cover sheet and Bargain and Sale Deed  
24 from RS Old Mill, LLC to RS Old Mills RD  
25 LLC, dated as of September 5, 2017.

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1 DAVID FLEISCHMANN

2 And Fleischmann 6 is a  
3 recording cover sheet and Bargain and  
4 Sale Deed from RS Old Mills RD LLC to  
5 Suffern Partners LLC. Also dated as of  
6 September 5, 2017.

7 Have you seen these documents  
8 before?

9 A. I believe so.

10 Q. I'm trying to get an  
11 understanding of this transaction and  
12 exactly what happened here, so maybe you  
13 can just walk us through your involvement  
14 in the process of serving as counsel to  
15 Suffern Partners and acquiring this  
16 property and the process of it going from  
17 Novartis Corporation to RS Old Mill to RS  
18 Old Mills RD to Suffern?

19 A. I represent Suffern Partners,  
20 which was the ultimate purchaser, the end  
21 buyer. I represented them as far as  
22 negotiating loan documents and as far as  
23 making sure the title passed  
24 appropriately. Title was at the time held  
25 by Novartis Corporation, who sold it to

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1 DAVID FLEISCHMANN  
2 RS Old Mill, LLC. RS Old Mill then did a  
3 transfer to RS Old Mill RD, LLC, which  
4 then transferred ultimately to Suffern  
5 Partners.

6 Q. And the purchase price that  
7 Suffern Partners paid for the property?

8 A. It says here the deed amount  
9 is \$30 million.

10 Q. So Fleischmann 4, which is the  
11 first --

12 MR. LEVINE: Object and move  
13 to strike as non-responsive, to the  
14 last answer.

15 Q. Fleischmann 4, the first  
16 Bargain and Sale Deed from Novartis to RS  
17 Old Mill, LLC, this said to record and  
18 return to Cohen, LaBarbera & Landrigan  
19 LLP. Are you familiar with that law firm?

20 A. I am.

21 Q. And what is your familiarity  
22 with that firm?

23 A. It was an attorney, Tom  
24 Landrigan, that was involved in this  
25 transaction.

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1 DAVID FLEISCHMANN

2 Q. What was Mr. Landrigan's  
3 involvement in the transaction?

4 A. I believe he represented RS  
5 Old Mill, LLC in the transaction.

6 Q. And Fleischmann 5, the Bargain  
7 and Sale Deed from RS Old Mill to RS Old  
8 Mill RD, that says record and return to  
9 David Fleischmann, you.

10 Why is that Bargain and Sale  
11 Deed being returned to you?

12 A. I guess I'm the end purchaser,  
13 they might have decided to send all the  
14 originals to me. I'm not sure.

15 Q. Is that your handwriting that  
16 wrote in, David Fleischmann, Esquire?

17 A. I don't believe so.

18 Q. And Fleischmann 6, the Bargain  
19 and Sale Deed from RS Old Mills RD to  
20 Suffern Partners, again, that indicates  
21 it was recorded and returned to you.

22 What would be the reason,  
23 again, that this Bargain and Sale Deed  
24 would be returned to you after recording?

25 A. I represented the purchaser.

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1 DAVID FLEISCHMANN

2 Q. Do you know if Suffern's  
3 purchase of this -- by the way, just for  
4 the record, I apologize, the property  
5 that we're talking about that Suffern  
6 purchased, do you recall where that  
7 property is located?

8 A. I don't recall the exact  
9 address. I can read it off the deed for  
10 you.

11 Q. If we look at one of the  
12 Bargain and Sale Deeds, there is three  
13 parcels, 25 Old Mill Road, Suffern, 19  
14 Hemion, H-e-m-i-o-n, Road, Montebello and  
15 Route 59, Suffern. Those are the  
16 properties that you were counsel to  
17 Suffern in acquiring?

18 A. Yes.

19 Q. Did Suffern properties finance  
20 the purchase of those properties?

21 A. Yes.

22 Q. And were you involved as  
23 attorney for them?

24 A. Yes.

25 Q. Attorney for Suffern --

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2 MR. FRANCOEUR: Wait for the  
3 question.

4 Q. -- in connection with securing  
5 that financing?

6 A. I was.

7 Q. Did you negotiate any of the  
8 financing documents?

9 A. I did.

10 (Fleischmann Exhibit 7, Loan  
11 Agreement, September 6, 2017,  
12 between CPIF Lending LLC, Suffern  
13 Partners, LLC and North 14th Street  
14 Realty Associates, LLC, was  
15 received and marked on this date  
16 for identification.)

17 (Fleischmann Exhibit 8,  
18 Amended Restated and Consolidated  
19 Promissory Note, was received and  
20 marked on this date for  
21 identification.)

22 (Fleischmann Exhibit 9,  
23 Amended Restated and Consolidated  
24 Mortgage Assignment of Leases and  
25 Rents, Security Agreement and

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2 Fixture Filing, was received and  
3 marked on this date for  
4 identification.)

5 Q. Mr. Fleischmann, there is  
6 three documents in front of you and I'm  
7 just going to go through them to make  
8 sure counsel has the right 7, 8, 9.

9 The first marked as  
10 Fleischmann 7 is a Loan Agreement made  
11 September 6, 2017, between CPIF Lending  
12 LLC, Suffern Partners, LLC and North 14th  
13 Street Realty Associates, LLC.

14 Fleischmann 8 is an Amended  
15 Restated and Consolidated Promissory Note  
16 in connection with that loan agreement.

17 Fleischmann 9 is an Amended  
18 Restated and Consolidated Mortgage  
19 Assignment of Leases and Rents Security  
20 Agreement and Fixture Filing, also dated  
21 as of September 6, 2017 in connection  
22 with that same loan.

23 Have you seen these three  
24 documents before?

25 A. I believe so.

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2 Q. Were you involved in  
3 negotiating these documents?

4 A. Yes.

5 Q. Do you recall how much the  
6 loan was that Suffern Partners took in  
7 connection with this?

8 A. I believe off memory it was  
9 \$33 million.

10 Q. And the first recital indeed  
11 indicates that. So your memory is quite  
12 good.

13 MR. LEVINE: We'll see.

14 MR. GRABLE: Mr. Levine, I  
15 would ask you not to put wasteful  
16 things on the record.

17 MR. LEVINE: Everything you've  
18 done is so far but I will try to  
19 adhere to that.

20 MR. GRABLE: I find that hard  
21 to believe that you are going to  
22 try to adhere to anything.

23 Q. Looking at page 3 of the Loan  
24 Agreement, paragraph 2, Conditions to  
25 Closing, "Closing shall take place on

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2 September 6, 2017 or as may thereafter be  
3 determined by Lender through an escrow  
4 closing with Borrower and Riverside  
5 Abstract, as an agent for Old Republic  
6 National Title Insurance Company."

7 Do you see that?

8 A. Yes.

9 Q. Again, who was Riverside  
10 Abstract in connection with this  
11 financing transaction?

12 A. They were the title agent.

13 Q. If you can turn to, it's  
14 actually not numbered but it would be  
15 page 35 of this document. Are you there?

16 A. Yes.

17 Q. I just want to go through  
18 these parties and understand who they  
19 are. The borrower is indicated as Suffern  
20 Partners LLC, by RSOM Corp. Are you  
21 familiar with RSOM Corp.?

22 A. Yes.

23 Q. What was RSOM Corp. in  
24 connection to Suffern Partners, LLC?

25 A. I believe it was the managing

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2 member of the entity.

3 Q. And it indicates that Goldie  
4 Reisman was President of RSOM Corp. Do  
5 you recall that?

6 A. Yes.

7 Q. The other borrower is an  
8 entity called North 14th Street Realty  
9 Associates, LLC. Do you recall  
10 Ms. Reisman being a managing member of  
11 that entity?

12 A. Yes.

13 Q. And again, you were counsel to  
14 those entities and Ms. Reisman, correct?

15 A. Yes.

16 Q. Do you recall who represented  
17 the lender in connection with this  
18 transaction?

19 A. It was firm called Cassin &  
20 Cassin, C-a-s-s-i-n.

21 (Fleischmann Exhibit 10,  
22 Closing Escrow Agreement, dated  
23 September 1, 2017, was received and  
24 marked on this date for  
25 identification.)

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2 Q. Mr. Fleischmann, I put in  
3 front of you as Fleischmann 10 a Closing  
4 Escrow Agreement, dated September 1,  
5 2017.

6 Have you seen this document  
7 before?

8 A. I believe so.

9 Q. Turning to page 3, paragraph  
10 2A it says Conditions to Closing, "Escrow  
11 Agent has received a final, completed  
12 copy of the mortgage loan closing  
13 statement which Escrow Agent shall attach  
14 hereto as Exhibit A."

15 I want you to thumb through  
16 the document and find that Exhibit A if  
17 you could, please?

18 A. Okay.

19 Q. Have you seen this closing  
20 statement before?

21 A. I believe so.

22 Q. And do you recall when you saw  
23 it?

24 A. Most likely in connection with  
25 closing.

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2 Q. So just to take a step back,  
3 and I apologize that I put a lot of  
4 documents in front of you, but I want to  
5 make sure that your memory is right  
6 because I know there is a lot here.

7 This closing appears to have  
8 occurred in or about September of 2017.

9 Would you agree with me --

10 A. Yes.

11 Q. -- based on the documents?

12 The first document we looked  
13 at was an Agreement of Sale from Novartis  
14 Corporation to RS Old Mill, LLC dated  
15 November, 2016, so almost a full year  
16 earlier.

17 I'm just trying to figure out  
18 when you, indeed, became involved in this  
19 transaction.

20 A. Probably about a month prior  
21 to the closing, to the September closing.

22 Q. A month prior to September,  
23 2017 closing; is that correct?

24 A. Yes.

25 Q. Okay. Thank you. I'm going to

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2 spend some time now walking through the  
3 closing statement. I'm going to mark  
4 additional copies for us.

5 (Fleischmann Exhibit 11,

6 Riverside Abstract Closing  
7 Statement, was received and marked  
8 on this date for identification.)

9 (Fleischmann Exhibit 12, DF  
10 Closing Statement, was received and  
11 marked on this date for  
12 identification.)

13 Q. 11 is Riverside Abstract and  
14 12 says DF.

15 Mr. Fleischmann, I put before  
16 you the statements, Fleischmann 11 is  
17 identified as Riverside Abstract Closing  
18 Statement. I might call it a HUD, H-U-D.

19 MR. LEVINE: Objection to the  
20 characterization.

21 Q. And Fleischmann 12 is another  
22 closing statement that says DF, Law  
23 Offices of David Fleischmann at the top.

24 Have you seen these  
25 documents before?

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2 A. I believe so.

3 Q. Okay. Just to confirm the  
4 Fleischmann 11, the Riverside Abstract  
5 statement, that's the same final  
6 statement that we saw in the Closing  
7 Escrow Agreement that's Fleischmann 10?

8 MR. LEVINE: Objection to  
9 form.

10 MR. FRANCOEUR: Compare them.

11 (Deponent reviews the  
12 document.)

13 A. Yes. They're the same.

14 Q. Thank you, Mr. Fleischmann.  
15 Let's focus on Fleischmann 11 and 12. I  
16 think it will just be easier.

17 What is the purpose of these  
18 statements?

19 A. To lay out all costs of the  
20 closing and all disbursements.

21 Q. And who prepared each of  
22 these?

23 A. Riverside Abstract was  
24 prepared by Riverside and Exhibit 12 is  
25 prepared by my office.

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1 DAVID FLEISCHMANN

2 Q. In the case of Fleischmann 12,  
3 the one prepared by your office, what  
4 purpose or utility does preparation of  
5 this statement have?

6 A. It's generally just like a  
7 post-closing document sent to the client  
8 to lay out the costs.

9 Q. I want to walk through these  
10 and they're virtually identical with the  
11 exception of a few items, so I just want  
12 to highlight those and better understand  
13 them.

14 MR. LEVINE: Objection to  
15 counsel's comment.

16 Q. Looking at the Riverside  
17 Abstract statement in the section called  
18 Settlement Statement, it indicates a  
19 contract price of \$30 million. Do you see  
20 that?

21 A. Yes.

22 Q. What does that mean or what  
23 does that concern?

24 A. That's the purchase price of  
25 the transaction.

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2 Q. And then there's a line Down  
3 Payment zero. And then Equity Received  
4 By Seller. Do you see that?

5 A. Yes.

6 Q. What is that amount?

7 A. Equity received by seller, it  
8 says \$12,500,000.

9 Q. Who did you understand the  
10 seller to be in this transaction?

11 A. There were two sellers; there  
12 is Novartis, which is the underlying  
13 seller; and then there's RS Old Mill,  
14 which is the intervening seller.

15 Q. Who does your client purchase  
16 from?

17 A. RS Old Mill.

18 Q. The initial entity?

19 MR. LEVINE: Objection to  
20 form.

21 A. There is two deeds.  
22 Technically, we purchased it from the  
23 second deed, but it was done  
24 simultaneously.

25 Q. So you consider the transfer

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1 DAVID FLEISCHMANN

2 that we spoke about earlier from RS Old  
3 Mill to RS Old Mill RD to Suffern to be  
4 one collapsed transaction, effectively?

5 MR. LEVINE: Objection to the  
6 leading question.

7 A. They were simultaneous, yes.

8 Q. And then continuing down this  
9 Riverside Abstract statement, I see a new  
10 loan amount of \$33 million. Do you see  
11 that?

12 A. Yes.

13 Q. And that, indeed, was the  
14 amount that we saw on the loan documents,  
15 correct?

16 A. Yes.

17 Q. Okay. Skipping down a few  
18 lines there is a Net Wire to Title of  
19 \$25,799,000. Do you see that?

20 A. Yes.

21 Q. What does that number  
22 represent or reflect?

23 A. That's the net loan amount  
24 after the lender takes off its reserves  
25 and other costs.

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2 Q. So \$25,799,000 is the actual  
3 amount that CPIF Lending funded in  
4 connection with this transaction?

5 A. It's the actual amount that it  
6 wired towards the purchase.

7 Q. Do you know where it wired  
8 those funds to?

9 A. To the title agent.

10 Q. And you stated earlier that  
11 was Riverside, correct?

12 A. Yes.

13 Q. I just want to look at  
14 Fleischmann 12, the closing statement you  
15 prepared for a moment.

16 Here I see about two-thirds of  
17 the down Net Loan Amount wired to  
18 Riverside of \$25,536,833.33. Do you see  
19 that?

20 A. I do.

21 Q. And that's less than what we  
22 saw on the Riverside statement, correct?

23 A. Yes.

24 Q. Just above that there is a  
25 line in red that says Interest Reserve

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2 Taken in Error. Do you know what that  
3 reflected?

4 A. I believe that at the time of  
5 closing there was a mistake in the  
6 interest amounts that were taken and I  
7 believe there were certain interest  
8 reserves that called for in the loan  
9 agreement that was not reflected in the  
10 wire. So I think through an adjustment  
11 post-closing.

12 Q. So your understanding is that  
13 CPIF actually funded to Riverside the  
14 number identified on Fleischmann 12,  
15 \$25,536,833.33?

16 MR. LEVINE: Objection to  
17 form.

18 A. I'm not sure. I'm not sure  
19 what was actually wired and what was  
20 fixed post-closing.

21 Q. I will represent to you, by  
22 the way, that if we add those two numbers  
23 up, the \$25,536,833.33 plus \$262,166.67  
24 that, indeed, equals the \$25,799,000  
25 represented on the Riverside Abstract

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2 statement.

3 Let's go next to the next  
4 category of items on this document, back  
5 to Fleischmann 12 and Riverside Abstract  
6 statement. We have a number of headings  
7 Description, Payee and then Paid By  
8 Purchaser and Paid By Seller.

9 What are these line items  
10 following those headings represent?

11 MR. FRANCOEUR: Just for the  
12 record, this is an Exhibit 11. I  
13 think you said 12.

14 MR. GRABLE: Thank you.

15 Fleischmann 11.

16 A. It's various closing costs  
17 that are paid out simultaneous with  
18 closing.

19 Q. So the above number that we  
20 saw, the 25 million and change, those are  
21 monies that paid into the escrow agent,  
22 correct?

23 A. 25,799 is what the lender  
24 wired into title. The rest are  
25 disbursements that title makes.

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2 Q. And now this next section that  
3 we're focused on, those are the actual  
4 disbursements that the title agent makes,  
5 correct?

6 A. Yes.

7 Q. I just want to walk through  
8 these and hopefully you can help us  
9 understand what some of these are and  
10 what they represent.

11 The first is a payoff to TD  
12 Bank indicated it was paid by purchaser.  
13 Do you know what that represented?

14 A. There was an additional  
15 property, North 14th Street in Brooklyn,  
16 that had a loan and CPIF wanted to be  
17 first position so they took an assignment  
18 of that loan and they had to pay off the  
19 existing loan amount.

20 MR. LEVINE: We're on Exhibit  
21 12 now?

22 MR. LaMONICA: Are you on 12  
23 or 11?

24 MR. GRABLE: I'm on 11. I  
25 apologize.

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2 MR. LaMONICA: Where does it  
3 say payoff?

4 MR. FIVESON: Where it says  
5 Payoffs, middle of the page.

6 MR. GRABLE: I apologize. I  
7 did misspeak. So everybody may  
8 have been confused. I'm on  
9 Fleischmann 11, the Riverside  
10 Abstract statement.

11 Q. Mr. Fleischmann, the answers  
12 to the last couple of questions you were  
13 looking at the Riverside Abstract  
14 statement, correct?

15 A. Yes.

16 Q. So you indicated there was a  
17 payment or at least this document  
18 indicates there was a payment to TD Bank  
19 of \$4.8 million and change in connection  
20 with another property.

21 Can you describe what the role  
22 of that other property was in this  
23 transaction?

24 A. The lender, CPIF, decided they  
25 wanted additional collateral, so Goldie

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2 Reisman owned additional property and  
3 that was taken as additional collateral.

4 Q. Is it correct that at the  
5 time, before this transaction, TD Bank or  
6 at least it was represented to you had a  
7 priority interest in that property, a  
8 mortgage?

9 A. Yes.

10 Q. And they were being taken out  
11 and CPIF was being given a priority in  
12 that property, correct?

13 MR. LEVINE: Objection.

14 A. They did an assignment of the  
15 mortgage.

16 Q. Thank you. I just want to go  
17 down this list; miscellaneous charges,  
18 title fees to Riverside Abstract,  
19 \$1,338,936.72. Do you know what that  
20 number reflected?

21 A. I don't know specifically. It  
22 generally reflects the title cost, the  
23 title insurance, transfer tax, things  
24 that title must may in order to insure.

25 Q. And in that same line there is

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1                   DAVID FLEISCHMANN  
2 another column Paid By Seller  
3 \$149,298.72. Why are there two  
4 independent numbers for title fees paid  
5 to live side?

6                 A. So purchaser generally pays  
7 the mortgage recording tax and the seller  
8 pays the transfer tax.

9                 Q. So there is a sharing of the  
10 expenses here?

11                A. Correct.

12               Q. And next line is ECBs, paid by  
13 the seller do you know what ECBs  
14 reflected?

15               A. They are different violations  
16 on the property that needed to be paid in  
17 order for there to be clean title, the  
18 City will put a lien on it.

19               Q. And then the next line is  
20 Closer, Alan Hirsch. Do you know who  
21 Mr. Hirsch is?

22               A. I know generally he's a title  
23 closer. He probably notarized some  
24 signatures and charged a fee for it.

25               Q. Key Bank National Association,

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2 do you know what that payment was for?

3 A. I don't.

4 Q. Borrower legal fees, Law  
5 Office of David Fleischmann \$40,000, what  
6 was that for?

7 A. That's for me for my legal.

8 Q. For your services in  
9 documenting this transaction, correct?

10 A. Yes.

11 MR. LEVINE: Objection to the  
12 leading question.

13 Q. The next line Reis Sheppe,  
14 R-e-i-s-s, S-h-e-p-p-e, \$48,500. Do you  
15 recall working with Reiss Sheppe in  
16 connection with this transaction?

17 A. Yes. There was another  
18 attorney Stephen Friedman.

19 Q. And who is Mr. Friedman  
20 representing?

21 A. I don't recall.

22 Q. Were you co-counsel with  
23 Mr. Friedman?

24 MR. FRANCOEUR: Objection to  
25 form. You can answer.

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2 A. I'm not sure.

3 Q. Watermark Associates broker  
4 fee, what would those payments be for, if  
5 you recall?

6 A. Probably a mortgage broker fee  
7 or a real estate broker fee.

8 Q. And then there's a number of  
9 entities or number of entries, excuse me,  
10 IM Insurance Brokerage, Inc. and they  
11 included environmental insurance cost,  
12 boiler and machinery, liability, property  
13 and umbrella. Do you know what those  
14 payments would be for?

15 A. Those usually are for the  
16 property, you know, various insurances  
17 required by the lender.

18 Q. Cassin & Cassin, you testified  
19 before who that reflects. Would you just  
20 remind us?

21 A. That was lender's counsel.

22 Q. Law office of Shaul C.  
23 Greenwald, Esquire in the amount of  
24 \$25,000. Do you recall who Mr. Greenwald  
25 was representing?

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2 A. I don't.

3 Q. Corporation Service Company in  
4 the amount of \$4,000. Do you know what  
5 that would reflect?

6 A. Usually it's for the  
7 independent director services. There's a  
8 requirement of independent directors, so  
9 you pay for the services.

10 Q. Elie Basch, are you familiar  
11 with that name?

12 A. Also a title closer, probably  
13 notarized somebody's signature and  
14 charged for it.

15 Q. Vcorp Services, LLC?

16 A. That's a service that opens up  
17 entities, so they probably opened up an  
18 entity and charged for their services.

19 Q. When you say opened up an  
20 entity, you mean filing initiating  
21 paperwork to form a corporate entity,  
22 like a limited liability company or a  
23 corporation?

24 A. Exactly.

25 Q. And there's two line items

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2 Bridgewater Capital Partners, LLC. Why  
3 would they have been receiving payments  
4 in connection with this closing?

5 A. I don't know.

6 Q. Commonwealth Land Title in the  
7 amount of \$15,940,000 that was made by  
8 the seller. Do you know what that number  
9 reflects?

10 A. I mean, I think that's the  
11 balance of the purchase price, and  
12 Commonwealth represented -- Commonwealth  
13 was the escrow agent for the seller's  
14 side of the transaction.

15 Q. And when you say the purchase  
16 price, you are talking about the original  
17 \$18 million purchase for the property  
18 from Novartis?

19 MR. LEVINE: Objection to  
20 form. Objection to the leading  
21 question.

22 A. Correct.

23 Q. And then below that there was  
24 \$13,763,840.88 paid to Cohen, LaBarbera &  
25 Landrigan, LLP. Do you know what that

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1 DAVID FLEISCHMANN

2 payment reflected?

3 A. That would be the payment for  
4 the RS Old Mill part of the transaction.

5 Q. If we look at the last two  
6 lines, Total Settlement Charges Paid, how  
7 much was paid on behalf of the purchaser?

8 A. It says here \$7,536,833.33.

9 Q. And \$30 million was paid on  
10 behalf of the seller?

11 A. That's what it says.

12 Q. And then there's a net amount  
13 due from purchaser. What does that number  
14 reflect?

15 A. Well, since it's in  
16 parenthesis it's a credit but it  
17 generally would reflect how much the  
18 seller -- how much the purchaser has to  
19 wire into title to fund the transaction.

20 Q. If we can turn to the next  
21 page of Fleischmann 11, it's identified  
22 as Flow of Funds and I apologize for the  
23 size of the font. Hopefully you're able  
24 to read it.

25 Have you seen this page

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2 before?

3 A. I believe so.

4 Q. Okay. I want to walk through  
5 the incoming funds and the outgoing  
6 funds.

7 Incoming funds we see an  
8 amount of \$25,536,833.33. Just for your  
9 point of reference, that's the same  
10 number that appears on your closing  
11 statement at Fleischmann 12, correct?

12 A. Yes.

13 Q. Below that is a number of  
14 entries, \$2.1 million, there are five  
15 entries for \$2.1 million to what is  
16 described as F & Lowy, PLLC and then at  
17 the end it says Treff & Lowy, T-r-e-f-f,  
18 L-o-w-y, PLLC. Are you familiar with  
19 Treff & Lowy?

20 A. It's a law firm in Brooklyn.

21 Q. Do you recall Treff & Lowy's  
22 involvement in this transaction?

23 A. I do not.

24 Q. You don't know why in excess  
25 of \$10 million came in from Treff & Lowy,

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2 PLLC?

3 A. I now know. I did not know at  
4 the time.

5 Q. What do you now know those  
6 monies to reflect?

7 A. I understood it was equity for  
8 the purchase.

9 Q. And the last line in that  
10 section Incoming Funds is \$2 million from  
11 N. Ganz or Simon Ganz, if you look  
12 towards the end. Do you know Mr. Ganz?

13 A. I do not.

14 Q. Do you know what that \$2  
15 million incoming wire reflected?

16 A. I now know that it's equity  
17 for the purchase.

18 Q. This Flow of Funds sheet, it  
19 reflects or it reflects multiple  
20 descriptions as incoming wire reference  
21 number. Are these wire transfer  
22 confirmation numbers?

23 A. It appears that way.

24 Q. And then outgoing funds, let's  
25 just walk through this column.

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2 The first is a \$15 million  
3 payment to Commonwealth Land, and that's  
4 consistent with the number we saw on the  
5 first page of Fleischmann 11, which you  
6 believe or recalled was payment for the  
7 Novartis purchase price. Just bear with  
8 me one minute.

9 MR. FRANCOEUR: Can you read  
10 that?

11 THE WITNESS: Yes.

12 MR. GRABLE: I apologize.

13 Q. If we can skip down to the  
14 fifth line on this document, it's  
15 \$500,000 payment to the Law Offices of  
16 David Fleischmann. Do you see that?

17 A. I do.

18 Q. Do you recall why you received  
19 a wire of \$500,000 in connection with  
20 this transaction?

21 A. I do not.

22 Q. Would you have banking records  
23 related to your receipt of that \$500,000  
24 transaction?

25 A. Most likely.

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1 DAVID FLEISCHMANN

2 Q. Is it possible that was a  
3 legal fee you received in connection with  
4 your work?

5 MR. LEVINE: Objection to  
6 form. Objection to the leading  
7 question.

8 A. No.

9 (Fleischmann Exhibit 13,  
10 Promissory Note, \$12,500,000 dated  
11 September 5, 2017, was received and  
12 marked on this date for  
13 identification.)

14 (Fleischmann Exhibit 14,  
15 Affidavit of Confession of  
16 Judgment, was received and marked  
17 on this date for identification.)

18 Q. Mr. Fleischmann, you've been  
19 handed two documents identified as  
20 Fleischmann 13 and Fleischmann 14. Please  
21 take a look at those while they go around  
22 the room.

23 (Deponent reviews the  
24 document.)

25 Q. Mr. Fleischmann, you have two

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1                   DAVID FLEISCHMANN  
2 documents in front of you, the first is  
3 identified as Fleischmann 13, which is a  
4 Promissory Note in the amount of  
5 \$12,500,000 dated as of September 5,  
6 2017, and the second is Fleischmann 14,  
7 which is a related Affidavit of  
8 Confession of Judgment.

9                   Have you ever seen these  
10 documents before?

11                  A. I have not.

12                  Q. Are you familiar with an  
13 individual by the name of Michael Bleich?

14                  A. I am not.

15                  Q. You did testify earlier you  
16 are familiar with a law firm by the name  
17 of Treff & Lowy, correct?

18                  A. Yes.

19                  Q. And we saw that Treff & Lowy  
20 wired in in excess of \$10 million in  
21 connection with this transaction,  
22 correct?

23                  A. Yes.

24                  Q. Do these documents at all  
25 refresh your recollection as to why Treff

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2 & Lowy would have wired in excess of \$10  
3 million into Riverside Abstract for  
4 purposes of this transaction?

5 A. No.

6 MR. LEVINE: Objection, form.

7 Q. If we go back to Fleischmann  
8 11, the Riverside Abstract statement,  
9 focusing on the line that says Equity  
10 Received By Seller, \$12,500,000, do you  
11 know whether this Promissory Note and  
12 Confession of Judgment, in Fleischmann 13  
13 and Fleischmann 14, relate to that  
14 \$12,500,000 that came into this  
15 transaction?

16 MR. FRANCOEUR: Objection to  
17 form. You may want to take a closer  
18 look at the document.

19 THE WITNESS: You want to  
20 reread the question.

21 (Pending question is read back  
22 by the reporter.)

23 A. I do not know that.

24 (Fleischmann Exhibit 15, Deal  
25 Terms, was received and marked on

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2 this date for identification.)

3 (Fleischmann Exhibit 16,

4 Agreement, dated August 24, 2017

5 was received and marked on this

6 date for identification.)

7 (Fleischmann Exhibit 17,

8 Agreement dated August 31, 2017,

9 was received and marked on this

10 date for identification.)

11 MR. GRABLE: Let's take a

12 break now.

13 (Recess is taken.)

14 Q. Mr. Fleischmann, I know we  
15 just had a break, but did you have an  
16 opportunity to take a look at Fleischmann  
17 15, Fleischmann 16 and Fleischmann 17?

18 A. I have not. I'm doing it now.

19 Q. Just take a couple of minutes  
20 and quickly thumb through those.

21 (Deponent reviews the  
22 document.)

23 A. Okay.

24 Q. Mr. Fleischmann, for the  
25 benefit of counsel, there are three

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2 documents, the first Fleischmann 15 has a  
3 heading at the top identified as Deal  
4 Terms, the second is a document that has  
5 the heading -- second document  
6 Fleischmann 16 is a document that has the  
7 heading Agreement and it's dated made  
8 effective August 24, 2017, and  
9 Fleischmann 17 is another document with  
10 the heading Agreement dated effective  
11 August 31, 2017. None of these documents  
12 are fully signed but, nonetheless, I want  
13 to speak with you about them.

14 Have you ever seen any of  
15 these documents before?

16 A. I think some of them. I'm not  
17 sure which ones, exactly.

18 Q. Do you recall if you saw them  
19 around September, 2017 when the financing  
20 transaction closed or at another period  
21 of time?

22 MR. FRANCOEUR: Objection to  
23 form. You can answer.

24 A. Most likely it would have been  
25 around the closing, day before type of

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2 thing.

3 Q. Are you familiar with --  
4 strike that.

5 Let's look at Fleischmann 15  
6 for a moment. Looking at the third page  
7 of that document, IG Suffern Partners is  
8 a signatory by Isaac Genuth. Are you  
9 familiar with that entity?

10 A. No.

11 Q. Below that is MY Suffern  
12 Partners, it's not signed but it's  
13 indicated to be signed by Mark Yunger.  
14 Are you familiar with that entity?

15 A. I don't believe so.

16 Q. How about Lone Pine Partners  
17 Investments, LLC?

18 A. I recall an entity, I don't if  
19 it's this specific name, something with  
20 the name Lone Pine, that was involved in  
21 this deal.

22 Q. Do you know who David Salomon  
23 is?

24 A. I do not.

25 Q. Have you ever heard the name

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2 before?

3 A. It rings a bell. I don't know  
4 when.

5 Q. Do you know who Moshe Stern  
6 is?

7 A. Yes.

8 Q. And what is your familiarity  
9 with Mr. Stern?

10 A. I understood that he -- he was  
11 directing, I guess, the Salomon side of  
12 the transaction.

13 MR. FIVESON: Could you speak  
14 louder, please?

15 A. Mr. Stern was directing the  
16 Salomon side of the transaction.

17 Q. Who did you consider to be on  
18 the Salomon side of the transaction?

19 A. I would consider my side to  
20 be --

21 MR. LEVINE: Objection to  
22 form.

23 A. -- to be Suffern, Goldie  
24 Reisman, Bridgewater, Yunger and Genuth.

25 Q. And the other side of the

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2 transaction, Mr. Stern?

3 A. Would be everybody else.

4 Q. Would that have included  
5 Yehuda Salamon?

6 A. Yes.

7 Q. David Salamon?

8 A. Yes.

9 Q. We saw a name earlier, Avroham  
10 Kaufman?

11 A. Yes.

12 Q. And you don't recall if Lone  
13 Pine Partners was on that side of the  
14 transaction as well?

15 A. I believe it was on their  
16 side.

17 Q. Did you have any role in  
18 negotiating this joint venture, for lack  
19 of a better word?

20 A. I was involved in discussions,  
21 yes.

22 Q. Turning to page 1.

23 A. Which one are you on?

24 Q. On Fleischmann 15.

25 A. Okay.

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2 Q. There is an indication about  
3 two-thirds of the way down, paragraph  
4 starts, "Mr. Moshe Stern has \$2.5 million  
5 initial contribution." Do you see that?

6 A. Yes.

7 Q. And then next line, "All  
8 additional capital calls would be the  
9 obligation of Mr. Moshe Stern." Do you  
10 know what that meant?

11 A. Without reading the entire  
12 document, I could guess. I don't know.

13 Q. Turning to Fleischmann 16 --

14 MR. LaMONICA: What is the  
15 date of that agreement?

16 MR. GRABLE: 16 is August 24,  
17 2017. I apologize. Let's actually  
18 go to Fleischmann 17.

19 MR. LEVINE: Where do you see  
20 that? Are you talking about 15?

21 MR. GRABLE: For  
22 clarification --

23 MR. LEVINE: I thought you  
24 were talking about 15.

25 MR. LaMONICA: 15 says Deal

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2 Terms and 16 is August 24th.

3 MR. GRABLE: Correct.

4 MR. LaMONICA: And 17 is  
5 August 3rd.

6 MR. GRABLE: Correct.

7 MR. LaMONICA: I want to make  
8 sure we're all on the same page.

9 Q. Let's look at Fleischmann 17,  
10 since that one appears to have the most  
11 recent date or at least a date.

12 I want to turn to the  
13 signature page of this document and it's  
14 not numbered, so I apologize. It starts  
15 at the top "In witness whereof". Do you  
16 see that?

17 A. Yes.

18 Q. So Suffern Partners was to  
19 sign by RSOM Corp. and Goldie Reisman.  
20 You indicated earlier those were your  
21 clients, correct?

22 A. Yes.

23 Q. And then the next signature  
24 block is RS Old Mills Road, LLC. Do you  
25 see that?

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2 A. Yes.

3 Q. And below that, Lone Pine  
4 Associates, LLC?

5 A. Yes.

6 Q. And then RSOM Corp., by Goldie  
7 Reisman again. Do you see that?

8 A. Yes.

9 Q. And then below that Cohen  
10 LaBarbera & Landrigan, LLP. Remind us  
11 again, what was Mr. Landrigan's role in  
12 this transaction?

13 A. He was counsel for RS.

14 Q. Turning back one page, at the  
15 top it says -- there is a paragraph vi,  
16 6, "If to Escrow Agent: Thomas  
17 Landrigan." Do you recall Mr. Landrigan  
18 serving as an escrow agent in connection  
19 with any part of this transaction?

20 A. Which transaction? This  
21 particular or the Suffern, in general?

22 Q. The transaction that this  
23 agreement that is Fleischmann 17 speaks  
24 to.

25 A. I have to read the agreement

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2 before I could tell you what the  
3 transaction is.

4 Q. Do you recall Mr. Landrigan  
5 serving as an escrow agent in connection  
6 with any part of the purchase of the  
7 properties in Suffern?

8 A. Yes. He was escrow agent for  
9 RS, to receive their funds and send it  
10 out.

11 MR. LEVINE: I didn't hear  
12 that. Sorry. Could you read it  
13 back?

14 (Deponent's answer is read  
15 back by the reporter.)

16 Q. Still on Fleischmann 17, there  
17 is a section that's probably the fifth  
18 page of the document at the bottom it  
19 says Capital Call Procedure, if you could  
20 find that for me?

21 A. Okay.

22 Q. You're there?

23 MR. LaMONICA: What page?

24 MR. GRABLE: It's probably  
25 about the fifth page in, and very

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2 close to the bottom says Capital  
3 Call Procedure.

4 MR. FRANCOEUR: There's  
5 actually two sections on that. Is  
6 it the one that has initial on the  
7 page 5 or page 6? Which one are  
8 you looking at?

9 MR. GRABLE: Thank you. So  
10 there are two references to Capital  
11 Call, one is ownership/membership  
12 of Suffern/Capital Call Procedure  
13 and then the page after that is a  
14 iii, Capital Call Procedure.

15 Q. Do you see that,  
16 Mr. Fleischmann?

17 A. Yes.

18 Q. So I'm on the iii, Capital  
19 Call Procedure.

20 A. Okay. Thank you.

21 Q. This reads, "In the event that  
22 an expenditure necessitated by a force  
23 majeure, managing Member capital call or  
24 Lender capital call, which expenditure is  
25 not covered by insurance or the Capital

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2   Expenditure escrow fund or the Tenant  
3   Improvement escrow fund, (the 'Capital  
4   Call Outlay') such Capital Call Outlay  
5   shall be the sole reimbursable  
6   responsibility of LPA. LPA shall have 90  
7   days to make the capital call outlay."

8                   Do you know what LPA refers?

9                   A.     My guess would be Lone Pine  
10   Associates.

11                  Q.     Do you recall negotiating or  
12   were you involved in the negotiation of  
13   this document?

14                  A.     I believe so.

15                  Q.     Do you recall negotiations  
16   around this capital call provision?

17                  A.     Not particularly.

18                  Q.     Turning to the next page there  
19   is a heading Liability of Escrow Agent.  
20   Do you see that?

21                  A.     Yes.

22                  Q.     "Cohen, LaBarbera & Landrigan  
23   LLP, ('Escrow Agent'), shall act as  
24   escrow Agent under this Agreement."

25                  Does that help you to remember

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2 whether or not Mr. Landrigan was serving  
3 as an escrow agent in connection with  
4 this agreement?

5 MR. FRANCOEUR: Objection to  
6 form. You can answer.

7 MR. LEVINE: Objection, form.

8 A. According to the documents  
9 he's acting as escrow agent. That's what  
10 it says. I don't remember it  
11 particularly.

12 Q. Turning to the next page of  
13 the document, section 9.5, I just want to  
14 confirm who is representing who in this  
15 document.

16 Suffern Partners LLC, you're  
17 on notice as their attorney, correct?

18 A. Yes.

19 Q. And the same is true of Goldie  
20 Reisman, correct?

21 A. Yes.

22 Q. RS Old Mill, LLC is  
23 Mr. Landrigan, correct?

24 A. Yes.

25 Q. LPA, which you understood was

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2 to be Lone Pine Associates, is care of  
3 Levine & Associates, PC, correct?

4 A. Yes.

5 Q. And RSOM Corp., again, is you,  
6 Mr. Fleischmann, correct?

7 A. Yes.

8 Q. And we saw --

9 MR. PICK: Sorry. If you look  
10 at the caption it says RS Old Mill  
11 and someone wrote in "Mills Road"  
12 LLC.

13 MR. GRABLE: Yes.

14 MR. PICK: That might have  
15 been an error in typing where it  
16 says RS Old Mill, LLC.

17 MR. GRABLE: Thank you,

18 Mr. Pick.

19 Q. Mr. Fleischmann, going back to  
20 the first page of this document, you see  
21 there are several references to -- typed  
22 references to RS Old Mill, LLC, correct?

23 A. Yes.

24 Q. And then they seem to be  
25 corrected in hand by RS Old Mills Road,

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2 LLC. There are two instances on that  
3 first page. Do you see that?

4 A. There is three, yes.

5 Q. Three. I apologize. Thank you.

6 There are three on that first page. We  
7 saw on the signature page earlier there  
8 is another correction where it's written  
9 in hand RS Old Mills Road, LLC.

10 Do you recall whether there  
11 was a change in the structure of the  
12 transaction where RS Old Mills Road, LLC  
13 came in as an intermediary in this  
14 structure?

15 A. I don't think there was a  
16 change. I think that was the plan all  
17 along, to have an intervening party.

18 Q. Do you know whether this  
19 agreement in any way relates to the \$12.5  
20 million that we saw at Fleischmann 13?

21 MR. LEVINE: Objection, form.

22 A. I know that today. I didn't  
23 know that at the time.

24 MR. FIVESON: I didn't hear  
25 that.

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2 (Witness' answer is read back  
3 by the reporter.)

4 MR. FRANCOEUR: Did somebody  
5 just join the call?

6 (No response.)

7 (Fleischmann Exhibit 18,  
8 e-mail chain, dated September 6,  
9 2017 was received and marked on  
10 this date for identification.)

11 Q. We're up to Fleischmann 18.  
12 Mr. Fleischmann, I put in front of you an  
13 e-mail chain designated as Fleischmann  
14 18. At the top is the name Thomas C.  
15 Landrigan.

16 Do you have that in front of  
17 you?

18 A. I do.

19 Q. I'm going to work from back to  
20 forward, since it's an e-mail chain. The  
21 first e-mail is from David Fleischmann to  
22 Tom Landrigan, dated September 6, 2017 at  
23 2:04 p.m. Do you see that?

24 A. I do.

25 Q. Do you recall sending this

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2 e-mail?

3 A. I do not.

4 Q. It appears that you are  
5 sending wire instructions. Would you  
6 agree with that?

7 A. Yes.

8 Q. Do you recall why you were  
9 sending these wire instructions to  
10 Mr. Landrigan on September 6, 2017?

11 A. I do not.

12 Q. Above this e-mail is an e-mail  
13 from Tom Landrigan, dated September 6,  
14 2017 at 3:35 p.m. It reads as follows:  
15 "I am in receipt of wired funds in the  
16 amount of \$13,763,840.88. Please confirm  
17 that \$12,500,000 is to be wired to Treff  
18 & Lowy per the below instructions  
19 provided by David Fleischmann. Thank you,  
20 Tom."

21 Do you see that e-mail?

22 A. I do.

23 Q. Were you instructing the wire  
24 to be sent to Treff & Lowy by your  
25 earlier e-mail?

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2 A. I don't know.

3 MR. FRANCOEUR: Objection to  
4 form. You can answer.

5 A. I don't know.

6 Q. Looking at the e-mail above  
7 that from an individual named Marty S.  
8 Do you recognize that e-mail address?

9 A. I believe it's Marty Stern,  
10 but I don't know for sure.

11 Q. And then the cc, I just want  
12 to go through them. Hopefully you can  
13 help us out. Moses40600. Do you know who  
14 that is?

15 A. I don't recall.

16 Q. Duvvis 110?

17 A. I believe it's David Salamon  
18 but it's a guess. I don't know for sure.

19 Q. Salamonduvvid?

20 A. That's probably David Salamon,  
21 I don't know who the other Duvvis is. I'm  
22 not sure. I'm just going off memory.

23 Q. Isaac Genuth, Mark Yunger and  
24 then David Fleischmann. You were still  
25 on this e-mail chain, correct?

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2 A. Yes.

3 Q. So below that Mr. Landrigan  
4 asks the parties to confirm that  
5 \$12,500,000 needs to be wired to Treff &  
6 Lowy. The first e-mail we see Marty S  
7 writing "Agreed".

8 MR. LEVINE: Objection to  
9 form.

10 Q. Correct?

11 MR. LEVINE: Objection to  
12 form.

13 A. That's what the e-mail says.

14 Q. And then the e-mail above that  
15 that is igenuth@Bridgewater who also  
16 writes "Agreed". Do you see that?

17 A. Yes.

18 Q. And then above Mr. Genuth is  
19 Mark Yunger who also writes "Agreed". Do  
20 you see that?

21 A. Yes.

22 Q. And above that is Moses40600  
23 also writes "Agreed". Do you see that?

24 A. Yes.

25 Q. And lastly, DSalamon who also

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2 writes "Agreed". Do you see that?

3 A. Yes.

4 Q. And you're on that last e-mail  
5 on this e-mail chain, correct?

6 A. Yeah.

7 Q. Do you know why Mr. Yunger and  
8 Mr. Genuth, Mr. Stern, Mr. Salomon were  
9 required to agree to this \$12,500,000 to  
10 Treff & Lowy?

11 MR. FRANCOEUR: Objection.

12 MR. LEVINE: Objection, form.

13 A. It's likely because of the  
14 agreement that the parties had.

15 MR. LEVINE: Objection. Move  
16 to strike.

17 (Fleischmann Exhibit 19,  
18 Irrevocable Letter of Direction,  
19 dated September 5, 2017 was  
20 received and marked on this date  
21 for identification.)

22 Q. Mr. Fleischmann, you have a  
23 document in front of you designated  
24 Fleischmann 19 with the header  
25 Irrevocable Letter of Direction, dated

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2 September 5th, 2017. Do you see that?

3 A. I do.

4 Q. Have you ever seen this  
5 document before today?

6 A. Yes.

7 Q. Did you see this document in  
8 or around September, 2017?

9 A. I don't recall.

10 Q. Do you recall if you saw this  
11 document -- strike that.

12 Do you recall seeing this  
13 document in connection with the deal that  
14 occurred in September, 2017?

15 A. Yes.

16 Q. Did you have any involvement  
17 in drafting this document?

18 A. I'm not sure. I don't  
19 remember.

20 Q. Do you recall why you would  
21 have seen this document in September,  
22 2017?

23 A. It would have been in  
24 connection with the agreement that you  
25 showed me with Lone Pine Associates.

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2 Q. Looking at the second  
3 paragraph that begins with, "The  
4 undersigned RS Old Mills RD, LLC", could  
5 you read that to yourself for a moment,  
6 including the handwritten portion?

7 (Deponent reviews the  
8 document.)

9 A. Okay.

10 Q. Do you recall a dispute  
11 occurring between Suffern Partners, LLC  
12 and Lone Pine Associates, LLC as to a 65%  
13 equity interest in Suffern Partners, LLC?

14 MR. FRANCOEUR: Objection to  
15 form.

16 A. I don't think there was a  
17 dispute. I think there is an agreement as  
18 to what should have happened, which  
19 didn't happen and the agreement is over.

20 Q. And what did you understand  
21 that agreement to be?

22 A. I understood that they  
23 would -- "they" as in Mr. Yehuda Salomon,  
24 Lone Pine Associates' side of the  
25 transaction -- would give \$12,500,000 to

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1                   DAVID FLEISCHMANN  
2 my client's side of the transaction to  
3 buy an option, to buy into the property  
4 for 65% but there were condition  
5 precedents for that option being  
6 exercised, such as removing Goldie  
7 Reisman as guarantor, removing the  
8 Brooklyn property and payment of money.

9                 Q. And that interest that they  
10 had the option to purchase, that was in  
11 Suffern Partners, LLC, correct?

12               A. I believe so.

13               MR. FIVESON: Could you read  
14 his answer back?

15               (Pending question is read back  
16 by the reporter.)

17               Q. I just want to go back to  
18 Fleischmann 13 and 14 for a moment, and  
19 you can set that other document aside.  
20 We're done with that.

21               MR. LaMONICA: Sorry, Steve.  
22 The numbers, just so I don't get  
23 screwed up, the Irrevocable Letter,  
24 is that 19?

25               MR. FIVESON: Yes.

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2 MR. LaMONICA: Thank you,

3 Mr. Fiveson.

4 MR. FIVESON: You're welcome.

5 Q. If you could also have in  
6 front of you Fleischmann 11, please. Just  
7 for everybody's benefit that's the  
8 Riverside Abstract statement.

9 MR. LEVINE: Proposed  
10 statement.

11 Q. Mr. Fleischmann, we've had an  
12 opportunity to look at some additional  
13 documents now and I want to come back to  
14 this \$12,500,000 that was indicated as  
15 equity received by seller on the  
16 Riverside Abstract statement, that's  
17 Fleischmann 11, and more importantly,  
18 page 2 of that statement that shows the  
19 incoming funds, outgoing funds  
20 \$13,763,840.88 went to Cohen, LaBarbera &  
21 Landrigan, LLP.

22 Do you recall if, as we just  
23 saw in -- as we just saw in Fleischmann  
24 18, do you recall whether that payment  
25 covered a \$12,500,000 loan that needed to

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2 be repaid?

3 MR. LEVINE: Objection to  
4 form. Objection to the leading  
5 question.

6 MR. FRANCOEUR: I object to  
7 the form too. Can I have the  
8 question read back?

9 (Pending question is read back  
10 by the reporter.)

11 MR. FRANCOEUR: Could you  
12 clarify which payment you are  
13 referring to?

14 MR. GRABLE: Sure. I  
15 apologize. Let me ask the question  
16 again. Could we put Fleischmann 18  
17 in front of him too?

18 MR. FRANCOEUR: Yes.

19 Q. So I'm trying to understand,  
20 Mr. Fleischmann, the \$13 million that was  
21 paid out to Cohen, LaBarbera & Landrigan,  
22 LLP and whether that in some way relates  
23 to the e-mail chain at Fleischmann 18,  
24 and the direction for Mr. Fleischmann to  
25 distribute \$12,500,000.

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2 Do you know if those two  
3 numbers are connected in some way?

4 MR. LEVINE: Objection to  
5 form.

6 A. I didn't give any direction to  
7 distribute money.

8 Q. I understand you didn't give  
9 any direction to distribute money. I'm  
10 trying to understand if you know whether  
11 or not that \$12,500,000 was paid back to  
12 a Mr. Bleich out of funds that were  
13 delivered to Cohen, LaBarbera &  
14 Landrigan?

15 MR. FRANCOEUR: Objection to  
16 form.

17 MR. LEVINE: Objection.

18 A. It seems that way but I don't  
19 know that myself.

20 MR. LEVINE: Move to strike.

21 Q. And looking at Fleischmann 11  
22 again, the Riverside statement, the  
23 \$500,000 payment or wire transfer to your  
24 office, has anything we've looked at  
25 refreshed your recollection as to what

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2 that wire transfer related to?

3 A. It does not.

4 Q. Are you still holding \$500,000  
5 related to this transaction?

6 A. I am not.

7 Q. Do you recall what you did  
8 with those monies?

9 A. That was sent to Treff & Lowy.

10 MR. LEVINE: Who?

11 THE WITNESS: Treff & Lowy.

12 Q. So you received the \$500,000  
13 and you distributed it to Treff & Lowy,  
14 correct?

15 A. Correct.

16 Q. Do you recall why you did  
17 that?

18 A. Pursuant to my client's  
19 direction.

20 MR. GRABLE: I'm just going to  
21 take a quick break. I think I'm  
22 just about done here. I just want  
23 to go over my notes. Thank you.

24 (Recess is taken.)

25 MR. GRABLE: We're back on the

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1                   DAVID FLEISCHMANN  
2                   record. So Mr. Fleischmann, I am  
3                   closing my examination for the time  
4                   being. Thank you, again, for  
5                   accommodating us and your counsel  
6                   on a short schedule. We do reserve  
7                   all rights to call you back if that  
8                   becomes necessary at some point in  
9                   time. Thank you.

10                  CROSS-EXAMINATION BY MR. LaMONICA:

11                  Q.        Mr. Fleischmann, thank you  
12                  very much. My name is Salvatore  
13                  LaMonica. I'm the attorney for Marianne  
14                  O'Toole, the Trustee of RS Old Mill, LLC.  
15                  I thank you for your time today. I just  
16                  had a few followup questions and I'll go  
17                  as quickly as I can.

18                  Did you produce any documents  
19                  today in connection with this  
20                  examination?

21                  A.        I did not.

22                  Q.        Is there a reason why you did  
23                  not?

24                  A.        I did not believe I was asked  
25                  to produce document.

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2 MR. LaMONICA: Did you ask for  
3 the production of documents?

4 MR. GRABLE: My subpoena did  
5 not request any documents, only  
6 testimony.

7 Q. Okay. Just let me get to --  
8 you previously testified that you  
9 received \$500,000 into your escrow  
10 account and you then disbursed it to  
11 Treff & Lowy. Do you recall that  
12 testimony?

13 A. Yes.

14 Q. Do you recall that you  
15 mentioned that you did that at the  
16 direction of your client?

17 A. Correct.

18 Q. Who did you actually have the  
19 conversation with?

20 A. I believe I'd have to check my  
21 records. There is a call from Isaac  
22 Genuth.

23 Q. So Isaac Genuth is your  
24 client?

25 MR. FRANCOEUR: Objection to

1 DAVID FLEISCHMANN

2 form.

3 Q. Is Isaac Genuth your client?

4 MR. FRANCOEUR: Let me just  
5 make a quick record. To the extent  
6 that calls for a legal conclusion,  
7 I'll direct him not to answer, but  
8 you can tell him what your  
9 understanding is as to whether he  
10 was one of your clients.

11 A. Isaac Genuth and Mr. Yunger  
12 were working on behalf of Goldie Reisman,  
13 as far as the financial details of the  
14 transaction.

15 Q. So did -- what was Goldie  
16 Reisman's relationship to Suffern, LLC?

17 A. I believe she was the 99%  
18 owner and the 1% managing member of the  
19 1% corporation. She owned the entity. I  
20 don't remember the structure.

21 Q. It was her entity?

22 A. Yes. Suffern Partners, yes.

23 Q. Did she -- did she suggest to  
24 you that you take direction from Isaac  
25 Genuth and Mark Yunger?

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1 DAVID FLEISCHMANN

2 A. That was my understanding,  
3 yes.

4 Q. So during the course of this  
5 transaction, in that September, 2017  
6 timeframe, you were working with Genuth  
7 and Yunger?

8 A. Correct.

9 Q. Would you have an objection to  
10 producing for me the bank records from  
11 your escrow account, of course, redacting  
12 everything that doesn't apply to this, to  
13 show the transfer to Treff & Lowy?

14 MR. FRANCOEUR: We'll take it  
15 under advisement.

16 Q. Did you discuss your testimony  
17 here today with anybody?

18 A. With my attorneys.

19 Q. Other than your attorneys, did  
20 you discuss your testimony with any of  
21 the parties?

22 A. I did not.

23 Q. Did you discuss this with  
24 Mr. Landrigan?

25 A. I did not.

1 DAVID FLEISCHMANN

2 Q. How about Mr. Genuth?

3 A. I did not.

4 Q. How about Mr. Yunger?

5 A. I did not.

6 Q. I'm going to refer you to  
7 what's been marked as Fleischmann 17.

8 MR. FRANCOEUR: They should be  
9 in order.

10 Q. And you recall that you  
11 previously testified about the language  
12 there concerning LPA being Lone Pine  
13 Associates; is that correct?

14 A. I believe it to be.

15 Q. Okay. Did you have any role in  
16 the negotiation or drafting of this  
17 agreement?

18 A. I was definitely involved in  
19 the discussions. I don't know if I  
20 particularly drafted this agreement.

21 Q. When you say you were  
22 "involved with the discussions", who were  
23 you having these discussions with?

24 A. With my clients, with other  
25 attorneys, with Mr. Levine, who is

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1 DAVID FLEISCHMANN

2 present today.

3 Q. Did Mr. Levine draft this  
4 document?

5 A. It's possible.

6 Q. Well, who could be the  
7 possible parties who drafted this? Who  
8 are we dealing with? It was you --

9 A. Me, myself, Mr. Landrigan,  
10 Mr. Levine or possibly Stephen Friedman,  
11 that's who I would think would be the  
12 possible parties that drafted it.

13 Q. Okay. Now, in your -- in your  
14 firm's records would there be documents  
15 that you have to show who actually  
16 drafted this agreement?

17 A. Possibly there is an e-mail. I  
18 don't know.

19 MR. LaMONICA: Counsel, would  
20 you object to me asking for the  
21 production of any e-mails  
22 concerning this Fleischmann 17?

23 MR. FRANCOEUR: We'll take it  
24 under advisement.

25 Q. In connection with the

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1 DAVID FLEISCHMANN

2 discussion that you referred to, who were  
3 you representing in connection with this?

4 A. Goldie Reisman.

5 Q. At that time were you  
6 representing Genuth?

7 MR. FRANCOEUR: Objection to  
8 form. You can answer.

9 A. I believe I represented Genuth  
10 as to the extent that he was involved in  
11 the Goldie Reisman side of the  
12 transaction.

13 Q. Okay. And what is your  
14 understanding as to who Mr. Levine was  
15 representing?

16 A. I don't know. I'm not sure  
17 about that.

18 Q. Excuse me?

19 A. I'm not sure, based on memory.  
20 I'd have to go back and look at my  
21 e-mails.

22 Q. So you think your e-mails  
23 would refresh your recollection as to who  
24 Mr. Levine was negotiating this agreement  
25 on behalf of?

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1 DAVID FLEISCHMANN

2 A. Likely, yes.

3 Q. Now, Mr. Grable referred you  
4 to a paragraph that's got the heading  
5 Capital Call Procedure. Do you remember?  
6 That's at the bottom of -- they're not  
7 numbered?

8 MR. FRANCOEUR: 6.

9 Q. Do you see that procedure?

10 A. Okay.

11 Q. Then it says, "In the event  
12 LPA" -- which is Lone Pine Associates,  
13 correct?

14 A. It's on the first page of the  
15 document, it says Lone Pine Associates.  
16 With that I'm assuming it's yes.

17 Q. -- "fails to make the Capital  
18 Call Outlay within a 90 day period the  
19 parties shall consult with Rabbi  
20 Rottenberg who shall direct the parties  
21 how to proceed."

22 Do you see that language?

23 A. I see, yes.

24 Q. Who is Rabbi Rottenberg?

25 Excuse my ignorance.

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1 DAVID FLEISCHMANN

2 A. I believe he is a rabbi in  
3 Monsey somewhere that the parties agreed  
4 to act as their leader, arbitrator, some  
5 form of that.

6 Q. Okay. Do you know if the --  
7 do you know what his first name is?

8 A. I don't remember.

9 Q. Did you ever have any  
10 conversations with the Rabbi?

11 A. I did.

12 Q. When did you have those  
13 conversations?

14 A. Around the closing time.

15 Q. And what was the nature of  
16 those conversations?

17 A. Likely about this agreement.

18 Q. Was he participating in the  
19 negotiations of the terms of the  
20 agreement?

21 A. I believe so.

22 Q. How could I refresh your  
23 recollection so that I can either get a  
24 "yes" or "no" answer to that question?

25 A. I can only go based on memory.

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1 DAVID FLEISCHMANN

2 This transaction happened 18 months ago.

3 Q. Would the Rabbi have e-mailed  
4 you?

5 A. Possibly. Possibly.

6 MR. LaMONICA: Counsel, can I  
7 ask if your client can check his  
8 e-mails and provide us copies of  
9 any correspondence with Rabbi  
10 Rottenberg?

11 MR. FRANCOEUR: We'll take  
12 that under advisement.

13 MR. LaMONICA: When you say  
14 "take it under advisement", what  
15 does that really mean?

16 MR. FRANCOEUR: It means we'll  
17 get back to you.

18 MR. LaMONICA: How long will I  
19 have to wait to hear back from you?

20 MR. FRANCOEUR: When would you  
21 like them?

22 MR. LaMONICA: Tomorrow.

23 MR. FRANCOEUR: Tomorrow?  
24 You'll have to let us go.

25 MR. LaMONICA: We're all in

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1 DAVID FLEISCHMANN

2 court on Wednesday. So tomorrow  
3 would be appropriate. If I get them  
4 Thursday it's not going to help me  
5 on Wednesday.

6 MR. FRANCOEUR: Hold on a  
7 second. Just give me a minute.

8 (Brief recess is taken.)

9 MR. FRANCOEUR: Counsel, we  
10 can get you the bank records right  
11 away. Mr. Fleischmann can call his  
12 office like right away. His -- the  
13 e-mails for tomorrow is not  
14 realistic. There's tens of  
15 thousands of e-mails. So --

16 MR. LaMONICA: Tens of  
17 thousands of e-mails with regard  
18 with the Rabbi?

19 MR. FRANCOEUR: There's tens  
20 of thousands of e-mails with regard  
21 to this transaction. So finding an  
22 e-mail is a needle in a haystack.  
23 How many e-mails?

24 THE WITNESS: Probably 60,000 I  
25 think I downloaded.

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1 DAVID FLEISCHMANN

2 MR. FRANCOEUR: 60,000.

3 MR. LaMONICA: With this  
4 transaction?

5 THE WITNESS: Well, you do a  
6 search by keyword. So if you do a  
7 search with the clients, I  
8 represent them on other  
9 transactions and things like that,  
10 it automatically gets caught up in  
11 the middle. So it's hard to just  
12 print them out and sort them. You  
13 have to be over-inclusive and one  
14 by one by hand take them out. So it  
15 is going to be, like, 60,000, yes.

16 MR. FRANCOEUR: We're happy to  
17 make a phone call right now to try  
18 to get the bank records and have  
19 them, keep going with the  
20 questioning, if that makes sense.  
21 I just need a few minutes to make a  
22 call.

23 MR. LaMONICA: Let's proceed  
24 that way.

25 MR. FRANCOEUR: Let's take

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1 DAVID FLEISCHMANN

2 five.

3 (Recess is taken.)

4 MR. FRANCOEUR: For a quick  
5 record, in response to counsel's  
6 request for the bank records I'm  
7 handing him a two-page document  
8 FLEISCHMANN1, FLEISCHMANN2 are the  
9 Bates numbers. It's 14 copies. You  
10 want to mark it?

11 MR. LaMONICA: Sure. There's  
12 14 copies of the same --

13 MR. FRANCOEUR: It's all the  
14 same thing, just a two-page  
15 document, with copies for  
16 everybody.

17 MR. LaMONICA: I'm going to  
18 take the original one and mark it  
19 as Fleischmann 20.

20 (Fleischmann Exhibit 20,  
21 redacted bank record of New York  
22 IOLA Trust Account ending in -3806,  
23 was received and marked on this  
24 date for identification.)

25 Q. Mr. Fleischmann, I'm going to

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1 DAVID FLEISCHMANN

2 show you what we've now marked as  
3 Fleischmann Exhibit 20. I ask you to  
4 please look at that.

5 A. Sure.

6 Q. Can you please state for the  
7 record what this is, Fleischmann Exhibit  
8 20?

9 A. This is a copy of my bank  
10 records. It's a -- looks like a page of a  
11 bank statement from the IOLA Trust  
12 Account.

13 Q. This is for account ending in  
14 -3806?

15 A. Yes. That is my trust account.

16 Q. Could you tell me, because  
17 it's not readily apparent, what bank this  
18 is with?

19 A. Bank of America. It's Bank of  
20 America.

21 Q. You've redacted certain items  
22 but the one item that is not redacted  
23 dated September 6, 2017, do you see that?

24 A. Yes. It's actually two. It's  
25 actually two different transactions.

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1 DAVID FLEISCHMANN

2 Q. So on page 2 is the wire  
3 coming into your IOLA account; is that  
4 correct?

5 A. Yes.

6 Q. And page 1 is the wire out?

7 A. Correct.

8 Q. So is it your testimony here  
9 today that this was in connection with  
10 the RS Old Mill transaction?

11 A. It is my testimony that I sent  
12 this on the day of the transaction. I  
13 sent it pursuant to my client, Isaac  
14 Genuth.

15 Q. At your client's direction,  
16 Isaac Genuth?

17 A. Yes.

18 Q. Do you have any idea what this  
19 was for?

20 A. I do now. I don't know if I  
21 knew at the time.

22 Q. When did you come to learn  
23 what the purpose of this was for?

24 A. In connection with this  
25 litigation.

1 DAVID FLEISCHMANN

2 Q. When did this litigation  
3 start, that you know of?

4 A. I don't know, two months ago.  
5 When was I served? I don't know.

6 Q. Let me ask you this, Exhibit  
7 17 references Rabbi Rottenberg. Do you  
8 know, since the closing in September of  
9 '17 until today, whether the Rabbi has  
10 been involved in attempting to resolve  
11 this?

12 A. I don't have firsthand  
13 knowledge. The clients have mentioned to  
14 me that's he's involved but I'm not  
15 involved in those conversations.

16 Q. You have no part in those at  
17 all?

18 A. I did when it was closer to  
19 the closing. Since then I am not.

20 Q. When was that? What time  
21 period was that?

22 A. I would say a week before,  
23 week after, maybe couple weeks after  
24 closing. After a certain point it dropped  
25 out of my radar.

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1 DAVID FLEISCHMANN

2 Q. Do you know if the parties  
3 were proceeding in the Rabbinical Court?

4 A. Not to my knowledge.

5 Q. Do you know who would know the  
6 answer to that?

7 A. The clients.

8 Q. Your clients, Mr. Genuth?

9 A. Probably.

10 Q. I'm going to show you, please  
11 look once again at Exhibit 17. I am  
12 directing you to the page that talks  
13 about the giving of notices in paragraph  
14 9.5.

15 A. Okay.

16 Q. Now, it says at the bottom of  
17 the page that notices to RSOM were to go  
18 to you and Mr. Levine.

19 A. Okay.

20 Q. Could you please explain to me  
21 why you were both representing the same  
22 parties?

23 MR. FRANCOEUR: Objection to  
24 form. You can answer.

25 A. We were not both representing

1                   DAVID FLEISCHMANN  
2     the same parties. I believe, I'm only  
3     guessing based on my expectation, is that  
4     pursuant to this agreement should the  
5     option go through he would represent --  
6     Mr. Levine would represent a certain  
7     percentage of the ownership and would  
8     want to have notice in the event there is  
9     any defaults, but I don't believe he  
10   represents this entity.

11               Q.     So he -- at the time he didn't  
12   but this was in anticipation of the --

13               A.     This agreement being executed  
14   and all the condition precedents being,  
15   you know, completed.

16               Q.     Okay. Could you please look  
17   at that Riverside Abstract, Exhibit 11.  
18   You see the entry at the top where it  
19   says Transaction Summary?

20               A.     Which page?

21               MR. FRANCOEUR: Are you  
22   looking at the same thing?

23               MR. LaMONICA: Exhibit 11.

24               A.     Yes. Okay.

25               Q.     Could you tell me where on

1 DAVID FLEISCHMANN

2 this transaction the \$500,000 that you  
3 received is shown?

4 A. I don't see it here.

5 Q. Is there a reason why?

6 A. I don't know.

7 Q. I'm going to ask you to look  
8 at Exhibit 12 and ask you to point to me  
9 where on Exhibit 12 the \$500,000 that you  
10 received is disclosed?

11 A. I don't see it here.

12 Q. Did you prepare this Exhibit  
13 12?

14 A. My office prepared it, yes.

15 Q. Is there a reason why it's not  
16 disclosed?

17 A. My guess would be that it's  
18 not part of the Suffern Partners primary  
19 transaction. This has to do with the  
20 purchase of the property. I don't know if  
21 the \$500,000 has to do with the purchase  
22 of the property.

23 Q. Was it a requirement of the  
24 lender that the borrower show equity in  
25 the transaction?

1 DAVID FLEISCHMANN

2 MR. FRANCOEUR: Objection to  
3 form. You can answer.

4 A. I don't recall anything in the  
5 loan agreement stating that.

6 Q. Other than the loan  
7 agreements, were you aware of any  
8 requirement by the lender that there be  
9 an equity of \$12.5 million?

10 A. I recall e-mails the day --  
11 days leading up to closing asking where  
12 the money is to close the transaction.

13 Q. From who?

14 A. From all parties, including  
15 lender's counsel.

16 Q. So the lender's counsel was  
17 looking for \$12,500,000 to be on deposit?

18 A. I don't know -- I don't  
19 remember exactly the details of the  
20 e-mails but I believe they were looking  
21 for the money to close the transaction.  
22 The money was needed to close. There  
23 wasn't enough money to close without  
24 \$12,500,000. So we want to close, where  
25 is the money? That's what I recall the

1 DAVID FLEISCHMANN

2 nature of the conversation being.

3 Q. And who provided that money,  
4 do you know?

5 A. I know it now from what was  
6 shown today, but I didn't prior.

7 Q. You had no idea at the time of  
8 the closing where it came from?

9 A. I did not know, no.

10 Q. If you look at the Transaction  
11 Summary --

12 MR. FRANCOEUR: Which  
13 document, counsel?

14 MR. LaMONICA: Back to Exhibit  
15 11.

16 Q. -- it says Equity Received By  
17 Seller. Do you see that \$12.5 million?

18 A. Yes.

19 Q. Did the seller actually  
20 receive that money?

21 A. I believe there was a wire to  
22 Tom Landrigan, that is counsel for  
23 seller.

24 Q. Do you know who the owners of  
25 Riverside Abstract are?

1 DAVID FLEISCHMANN

2 A. It's an individual Shaul  
3 Greenwald and somebody Mr. Siegelbaum, as  
4 far as I know. There could be other  
5 partners but those two I know.

6 Q. Do you have any interest in  
7 Riverside Abstract?

8 A. I do not.

9 Q. You mentioned Shaul Greenwald?

10 A. Yes.

11 Q. Is that the same person that  
12 received proceeds of this transaction?

13 A. Most likely.

14 Q. Why would they individually be  
15 getting money from this transaction,  
16 \$25,000?

17 A. I don't know.

18 Q. So looking at Exhibit 11,  
19 where -- page 2, where it says Outgoing  
20 Funds, is that -- is that \$25,000  
21 transfer -- do you see that, about --

22 A. Yes.

23 Q. -- ten down, wire transfer to  
24 Shaul Greenwald?

25 A. Yes.

1 DAVID FLEISCHMANN

2 Q. Do you have any idea why he  
3 was receiving any of the proceeds?

4 A. I don't.

5 Q. Do you know if any of the  
6 other parties to this transaction have an  
7 interest in Riverside Abstract?

8 A. Not to my knowledge.

9 Q. Do you deal with him often?

10 A. Sometimes. They're a mix of  
11 many companies.

12 Q. I'm going to show you what we  
13 marked as Exhibit 19. Do you know who  
14 prepared Exhibit 19?

15 A. I do not.

16 Q. Did you have any involvement  
17 in reviewing it and approving it before  
18 your client, Ms. Reisman, signed it?

19 A. I don't recall specifically  
20 this document. It was definitely in  
21 contemplation of the overall discussions.  
22 I don't know if I specifically reviewed  
23 this, approved this. I don't know the  
24 answer.

25 Q. Do you recall the first time

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1 DAVID FLEISCHMANN

2 you had a discussion, if any, about this?

3 A. About the option agreement?

4 Probably a week before closing, few days  
5 before closing, sometime in the period  
6 right before it.

7 Q. Can you, in your own words,  
8 give me a description of what the option  
9 agreement was?

10 A. The option agreement was for  
11 Lone Pine, or whoever the members,  
12 entities were, to have the right to take  
13 ownership 65% of the property provided  
14 that certain condition precedents were  
15 met; first one being payment of money,  
16 number one; number two is removal of the  
17 Brooklyn North 14th property as  
18 collateral; and number three was to  
19 remove Goldie Reisman as lender and get  
20 themselves approved as the lender's new  
21 guarantor.

22 Q. So if Lone Pine --

23 A. Right, whoever that is.

24 Q. -- whoever that is, would be  
25 able to meet those three conditions

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1 DAVID FLEISCHMANN

2 precedent, they could then get 65% of the  
3 equity of Suffern Partners?

4 A. Of the membership interest,  
5 yes.

6 Q. Membership interest. Do you  
7 know if that ever came true?

8 A. To my knowledge, it did not. I  
9 know that Goldie Reisman is still  
10 guarantor today. So it couldn't possibly  
11 happen.

12 Q. How do you know that she's  
13 still the guarantor today?

14 A. Because there is an active  
15 litigation against her as guarantor.

16 Q. There is an active litigation?

17 A. Yes.

18 Q. Who brought that?

19 A. CPIF.

20 Q. CPIF has sued her as the  
21 guarantor?

22 A. Yes.

23 Q. How do you know?

24 A. I get notices.

25 Q. You get notices from the

1 DAVID FLEISCHMANN

2 lender?

3 A. Yes. From litigation, yes.

4 Q. Are you the attorney of record  
5 in the foreclosure action or the action  
6 against Reisman or under the loan  
7 documents?

8 A. Just under the loan  
9 agreements, I get notice pursuant to loan  
10 documents. I'm not an attorney for any  
11 party at this time.

12 Q. Back on the Exhibit 12, which  
13 is the Riverside Abstract Closing  
14 Statement referencing --

15 MR. FRANCOEUR: It's 11,  
16 counsel.

17 MR. LaMONICA: Sorry.

18 MR. FRANCOEUR: That's all  
19 right.

20 Q. Page 2 talks about Outgoing  
21 Funds. Actually, page 3 is a lot bigger.

22 MR. GRABLE: I realized that  
23 after the fact. I apologize.

24 Q. Do you see the \$48,500  
25 disbursement to Reiss Sheppe?

1 DAVID FLEISCHMANN

2 A. I do.

3 Q. Third page. It's the same, I  
4 think, but it's bigger. It doesn't strain  
5 my eyes.

6 Do you know the reason why  
7 Reiss Sheppe got paid any money?

8 A. They were involved in the  
9 acquisition. They were -- I'm refraining  
10 from calling them co-counsel but they  
11 were involved in the transaction  
12 throughout.

13 Q. Okay. Who there were you  
14 dealing with?

15 A. With Stephen Friedman.

16 Q. Mr. Friedman. And do you know  
17 who he represented?

18 A. I don't recall, if any.

19 Q. How can we refresh your  
20 recollection as to who he was to this  
21 transaction?

22 A. I'd have to go back to the  
23 e-mails.

24 MR. LaMONICA: Can I ask those  
25 e-mails also be produced.

1 DAVID FLEISCHMANN

2 MR. FRANCOEUR: Sure. We'll  
3 take that under advisement.

4 Q. Do you know if Mr. Friedman  
5 had any relationship to Lone Pine?

6 A. I don't know.

7 Q. At the time of the transaction  
8 in September of 2017 were you aware that  
9 RS Old Mill was in bankruptcy?

10 A. I was.

11 Q. And did you ever inquire as to  
12 the status of the creditors of RS Old  
13 Mill?

14 A. There were discussions with  
15 various counsels as far as what to do as  
16 far as there being a bankruptcy. We came  
17 to the conclusion that there was a  
18 Consent Order filed the day of or before  
19 closing, I don't know exactly, around the  
20 closing, by all creditors that they were  
21 paid in full. So we understood that it  
22 was okay to move forward.

23 Q. Did you ever inquiry if, in  
24 fact, those creditors were paid?

25 A. I was not -- I was not

1 DAVID FLEISCHMANN

2 involved in the bankruptcy, no.

3 Q. Who did you have these  
4 discussions with?

5 A. I definitely had it for  
6 bankruptcy counsel for RS with Tom  
7 Landrigan, there was somebody, Heidi, I  
8 don't know her name.

9 Q. Does Heidi Sorvino ring a  
10 bell?

11 A. It sounds correct. I don't  
12 remember offhand.

13 Q. Anybody else?

14 A. That's all I can recall.

15 Q. Who was Heidi Sorvino  
16 representing?

17 A. I don't recall. I believe the  
18 RS Old Mill side of the bankruptcy, but  
19 just going off memory. I'm not sure.

20 MR. LaMONICA: I'm going to  
21 take a five minute recess. We'll  
22 come back and finish up.

23 MR. FRANCOEUR: Okay.

24 (Recess is taken.)

25 Q. I'm going to refer you back

1 DAVID FLEISCHMANN

2 again to Fleischmann Exhibit 17, which is  
3 the agreement dated August 31st.

4 You previously talked about  
5 the fact that there was handwritten  
6 changes on the front page?

7 A. There are, yes.

8 Q. Okay. And it was changed from  
9 RS Old Mill, LLC to RS Old Mills Road,  
10 LLC, correct?

11 A. It seems that way, yes.

12 Q. Do you know who actually made  
13 these handwritten changes?

14 A. I don't.

15 Q. Did you see a version of this  
16 that did not have those changes?

17 A. I don't know. I don't recall.

18 Q. Did you have any discussions  
19 with any of the parties to this agreement  
20 regarding those handwritten changes?

21 A. I don't recall.

22 Q. I'm going to show you a  
23 document -- I don't have copies, so I'm  
24 going to show you a document that I'm  
25 going to call Declaration of Isaac

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1 DAVID FLEISCHMANN

2 Genuth. I don't have copies for  
3 everybody.

4 MR. FRANCOEUR: Would you like  
5 copies made?

6 MR. LaMONICA: I don't think  
7 it's necessary unless everybody  
8 else wants to see it.

9 MR. LEVINE: Can I have the  
10 date of it?

11 MR. FRANCOEUR: July 14, 2019.

12 MR. FIVESON: Filed in this  
13 case?

14 MR. FRANCOEUR: RS Old Mills  
15 22218.

16 MR. LaMONICA: Give it back.  
17 I don't need to document it.

18 Q. Are you aware that Isaac  
19 Genuth filed a declaration, submitted to  
20 me as counsel to the Trustee, a  
21 declaration waiving an attorney-client  
22 privilege?

23 A. Yes.

24 Q. Are you aware that Mr. Yunger  
25 submitted almost the exact -- to me

1 DAVID FLEISCHMANN

2 almost the exact same document?

3 A. I am, yes.

4 Q. So in those documents they  
5 reference that you served as  
6 Bridgewater's attorney; is that correct?

7 MR. FRANCOEUR: Objection to  
8 form. You can answer.

9 A. I was not involved in the  
10 negotiation of that. I left it to my  
11 attorneys and we actually discussed this  
12 today. My gut is they probably just copy  
13 and pasted the form that Suffern Partners  
14 filed. I don't believe that's  
15 intentional.

16 Q. Sitting here today, did you  
17 represent Bridgewater?

18 A. In this transaction I  
19 represented Bridgewater to the extent  
20 they were Goldie Reisman's agent, actor,  
21 but not individually. I do not believe  
22 so. I have in other transactions, yes.

23 Q. So as you sit here today, you  
24 represented Bridgewater in other  
25 transactions other than the RS Old Mill,

1 DAVID FLEISCHMANN

2 LLC transaction?

3 A. Correct.

4 Q. Okay. Have you ever  
5 represented Mr. Genuth individually as  
6 his personal attorney?

7 A. Not that I recall.

8 Q. All right. Same question with  
9 regard to Mark Yunger, have you ever  
10 represented Mr. Yunger in his individual  
11 capacity?

12 MR. FRANCOEUR: Objection to  
13 form. You can answer.

14 A. I don't think so.

15 Q. Ms. Reisman also waived --  
16 submitted a declaration to me regarding  
17 North 14th Street and herself,  
18 personally, waiving the attorney-client  
19 privilege. Are you aware of that, sir?

20 A. Yes.

21 Q. Other than in connection with  
22 this transaction, have you ever  
23 represented North 14th Street LLC?

24 A. I'm not sure. There might have  
25 been a refinance but I'm not sure. Prior

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1 DAVID FLEISCHMANN

2 to this, but I don't recall offhand.

3 Q. Have you ever represented  
4 Goldie Reisman, other than in connection  
5 with this RS Old Mill transaction?

6 A. Yes.

7 Q. In one or two other matters?  
8 Ten matters? 15? How many?

9 A. I would say under five.

10 Q. Under five?

11 A. Yes.

12 Q. But you've done other -- were  
13 they real estate transactions?

14 A. Yes.

15 Q. Are you aware that Moses  
16 Reisman has submitted to me a declaration  
17 waiving the attorney-client privilege?

18 A. I am.

19 Q. Who is Moses Reisman?

20 A. He's Mrs. Reisman's husband.

21 Q. Husband. Okay. And have you  
22 represented Mr. Reisman in the past,  
23 other than, I should say, with regard to  
24 the RS Old Mill?

25 A. I believe so.

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1 DAVID FLEISCHMANN

2 Q. You believe so. Do you have  
3 any recollection of whether this was five  
4 or ten or fifteen transactions?

5 A. Much less. With him, maybe  
6 once or two, maybe. I'm not even sure, if  
7 at all.

8 Q. Do you currently know who the  
9 members are of Suffern Partners, LLC?

10 MR. FRANCOEUR: Does he know  
11 who the current members are?

12 MR. LaMONICA: That's correct.

13 MR. FRANCOEUR: Today who are  
14 the members?

15 A. I know from the court record  
16 that Mr. Lefkowitz has signed on behalf  
17 of Suffern, the last I know Goldie  
18 Reisman was the 99% member and the  
19 manager of the 1% corporation. I don't  
20 know when that transition happened or who  
21 was involved, aside from Mr. Lefkowitz.

22 Q. Okay. So that was my next  
23 question. Did you have anything -- any  
24 role at all in connection with the  
25 transfer of the equity interest of

1 DAVID FLEISCHMANN

2 Suffern Partners, LLC?

3 A. To Mr. Lefkowitz, no.

4 Q. Do you know Mr. Lefkowitz?

5 A. I do not.

6 Q. Have you ever represented  
7 Mr. Lefkowitz.

8 A. I do not believe so.

9 Q. Why is that "I do not believe  
10 so" and the prior answer was "I did not"?

11 A. I have five attorneys that  
12 work for me. I probably have 400 clients  
13 and they all have similar names. If I  
14 run a conflict search on the name  
15 Lefkowitz I might come up with 15 people,  
16 so I can't tell you for sure.

17 Q. It's like Smith, right?

18 A. Exactly.

19 Q. Okay. Were you involved at  
20 all in the transaction where Bridgewater  
21 Capital purchased 30 or -- Bridgewater  
22 Capital and Goldie Reisman purchased a  
23 39-acre site on Staten Island?

24 A. The transaction sounds  
25 familiar. I don't think I represented

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1 DAVID FLEISCHMANN

2 them in the purchase, possibly on the  
3 refinance of it.

4 Q. Were the same parties, Yunger,  
5 Genuth and Ms. Reisman, involved in that?

6 A. They were for sure, yes.

7 Q. They were?

8 A. There might have been others  
9 but definitely those were.

10 Q. How about Bridgewater Capital  
11 Partners?

12 A. I don't know if Yunger and  
13 Genuth used that name or them,  
14 individually. They were involved. I  
15 don't know which entity they used.

16 Q. All right. So you were  
17 involved in that in one way?

18 A. I was involved in a  
19 transaction. I don't know if it was the  
20 purchase.

21 Q. When you say you don't know,  
22 does that mean you don't recall or --

23 A. I don't recall. I definitely  
24 handled a transaction related to that  
25 property. It's possible it was a

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1 DAVID FLEISCHMANN

2 purchase. It was possibly a refinance.  
3 There were a lot of options. I don't  
4 know.

5 Q. How can we get you to refresh  
6 your recollection?

7 A. I have to search my records.

8 MR. LaMONICA: Can I ask  
9 counsel that you provide that to  
10 us?

11 MR. FRANCOEUR: I'll take that  
12 under advisement. Yes.

13 MR. LaMONICA: Thank you. I  
14 think I'm done with my questions. I  
15 thank you for your time and I  
16 appreciate that.

17 THE WITNESS: Thank you.

18 MR. LEVINE: I have some  
19 cross-examination as well.

20 MR. GRABLE: We object to  
21 Mr. Levine asking any questions.  
22 We are under court that allows  
23 myself, Mr. Grable and the Chapter  
24 7 Trustee to --

25 MR. LEVINE: Mr. Fleischmann,

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1 DAVID FLEISCHMANN

2 my name is --

3 MR. GRABLE: Excuse me. One  
4 person at a time, Mr. Levine. I'd  
5 like to make my record.

6 We're under court order that  
7 allows myself, Mr. Grable, as well  
8 as the Chapter 7 Trustee to take  
9 this deposition of Mr. Fleischmann.  
10 That deposition is concluded. We  
11 are done. The Trustee has indicated  
12 they are done and we are closing  
13 the record. Thank you,  
14 Ms. Reporter.

15 MR. LEVINE: My name is  
16 Michael Levine. I am representing  
17 RS Old Mill and Yehuda Salamon --

18 MR. FRANCOEUR: Ms. Reporter,  
19 we're closed. This is not  
20 transcribed.

21 MR. LEVINE: Let the record  
22 reflect the reporter has been  
23 instructed to close the record,  
24 despite my request for  
25 cross-examination.

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1 DAVID FLEISCHMANN  
2 (The proceedings were  
3 adjourned at 4:30 p.m.)  
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1

2 STATE OF \_\_\_\_\_ )

3 ) :ss

4 COUNTY OF \_\_\_\_\_ )

5

6

7 I, DAVID FLEISCHMANN, the witness  
8 herein, having read the foregoing  
9 testimony of the pages of this deposition,  
10 do hereby certify it to be a true and  
11 correct transcript, subject to the  
12 corrections, if any, shown on the attached  
13 page.

14

15

-----  
16 DAVID FLEISCHMANN

17

18

19

20 Sworn and subscribed to before me,  
21 this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

22

23

-----  
24 Notary Public

25

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1                   C E R T I F I C A T E

2                   I, MAUREEN M. RATTO, a  
3                   Registered Professional Reporter, do  
4                   hereby certify that prior to the  
5                   commencement of the examination, David  
6                   Fleischmann was sworn by me to testify  
7                   the truth, the whole truth and nothing  
8                   but the truth.

9                   I DO FURTHER CERTIFY that the  
10                  foregoing is a true and accurate  
11                  transcript of the proceedings as taken  
12                  stenographically by and before me at  
13                  the time, place and on the date  
14                  hereinbefore set forth.

15                  I DO FURTHER CERTIFY that I am  
16                  neither a relative nor employee nor  
17                  attorney nor counsel of any of the  
18                  parties to this action, and that I am  
19                  neither a relative nor employee of such  
20                  attorney or counsel, and that I am not  
21                  financially interested in this action.

22

23



24                  MAUREEN M. RATTO, RPR

25

                    License No. 817125

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4                   CROSS-EXAMINATION BY	87
5                   MR. LaMONICA	
6	

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10                  2016,	
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13                  29, 2016	
14                  Exhibit 3, Contract	18
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17                  and Sale Deed from Novartis	
18                  Corporation to RS Old Mill, LLC,	
19                  September 1, 2017,	
20                  Exhibit 5, Bargain	25
21                  and Sale Deed from RS Old Mill,	
22                  LLC to RS Old Mills RD LLC,	
23                  dated as of September 5, 2017,	
24                  Exhibit 6, Bargain	26
25                  and Sale Deed from RS Old Mills	

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2	September 5, 2017,	
3	Exhibit 7, Loan	31
4	Agreement, September 6, 2017,	
5	between CPIF Lending LLC,	
6	Suffern Partners, LLC and North	
7	14th Street Realty Associates,	
8	LLC,	
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10	Restated and Consolidated	
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12	Exhibit 9, Amended	31
13	Restated and Consolidated	
14	Mortgage Assignment of Leases	
15	and Rents, Security Agreement	
16	and Fixture Filing,	
17	Exhibit 10, Closing	35
18	Escrow Agreement, dated	
19	September 1, 2017,	
20	Exhibit 11,	38
21	Riverside Abstract Closing	
22	Statement,	
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24	Closing Statement,	
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3	Exhibit 14,	58
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15	Irrevocable Letter of Direction,	
16	dated September 5, 2017	
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19	Trust Account ending in -3806,	
20		
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1                   **INSTRUCTIONS TO WITNESS**

2

3                 Please read your deposition over carefully  
4         and make any necessary corrections. You should state  
5         the reason in the appropriate space on the errata  
6         sheet for any corrections that are made.

7                 After doing so, please sign the errata sheet  
8         and date it.

9                 You are signing same subject to the changes  
10        you have noted on the errata sheet, which will be  
11        attached to your deposition.

12               It is imperative that you return the original  
13        errata sheet to the deposing attorney within thirty  
14        (30) days of receipt of the deposition transcript by  
15        you. If you fail to do so, the deposition transcript  
16        may be deemed to be accurate and may be used in court.

17

18

19

20

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## E R R A T A

I wish to make the following changes,  
for the following reasons:

**PAGE LINE**

**CHANGE :** \_\_\_\_\_

**REASON:** \_\_\_\_\_

— — CHANGE : \_\_\_\_\_

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**REASON:** \_\_\_\_\_

DAVID FLEISCHMANN

**DATE**

**SUBSCRIBED AND SWORN TO BEFORE**

ME THIS        DAY OF       , 20   .

## **NOTARY PUBLIC**

**COMMISSION EXPIRES**

[&amp; - 2a]

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[3 - agreed]

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Federal Rules of Civil Procedure

Rule 30

(e) Review By the Witness; Changes.

(1) Review; Statement of Changes. On request by the deponent or a party before the deposition is completed, the deponent must be allowed 30 days after being notified by the officer that the transcript or recording is available in which:

- (A) to review the transcript or recording; and
- (B) if there are changes in form or substance, to sign a statement listing the changes and the reasons for making them.

(2) Changes Indicated in the Officer's Certificate. The officer must note in the certificate prescribed by Rule 30(f)(1) whether a review was requested and, if so, must attach any changes the deponent makes during the 30-day period.

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